Standard Bidding Document

NIT No.06: Construction of Additional Transformer Bay at 132kV Grid Station Regi Model Town Peshawar (Works)

National

Single Stage-One Envelope

November 23, 2026

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REQUEST FOR BIDS

PROCUREMENT OF CIVIL WORKS

1. The **Project Dorector GSC PESCO Peshawar (Peshawar Electric Supply Company (PESCO))** has reserved Funds for the procurement planned for FY **2026-27**. The **Project Dorector GSC PESCO Peshawar (Peshawar Electric Supply Company (PESCO))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the " **NIT No.06: Construction of Additional Transformer Bay at 132kV Grid Station Regi Model Town Peshawar**" with the reference of "**P208542**".

2. The **Project Dorector GSC PESCO Peshawar (Peshawar Electric Supply Company (PESCO))** invites sealed Bids from eligible Bidders for procurement of Works **(NIT No.06: Construction of Additional Transformer Bay at 132kV Grid Station Regi Model Town Peshawar)** described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-One Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

4. All Bids must be accompanied by a Bid Security amount described in Bid Security Section in Bidding Document in the form of **Bid Security Not Applicable**. Or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/208542** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Friday,**

December 11, 2026 12:00 PM. E-bids will be opened by using **EPADS v2.0** on the same day at **Friday, December 11, 2026 12:30 PM**. Manual submission of Bids shall not be entertained. Those vendor who have not yet registered on the new version of **EPADS v2.0**, may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registeration process is available at **https://www.youtube.com/watch?v=MNW6T38v7tc.**

In terms of Rules 65 of Public Procurement Rules, 2026 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at (**www.ppra.org.pk**).

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Instructions to Bidders

A. INTRODUCTION

1. **Scope of Bid**

1.1. The Procuring agency/Employer (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the execution of Works as specified in the BDS and Section VI- Works Requirements. The name, identification, and number of lots (contracts) of this National/ International Competitive Bidding process are specified in the BDS.

2. **Source of Funds**

2.1. Source of funds as referred in Clause 2 of Bid Data Sheet.

3. **Eligible Bidders**

3.1. A bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture or consortium. In the case of a joint venture or consortium, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture or consortium shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or consortium during the Bidding process, and in case of award of contract, during the execution of contract. Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

Any bid submitted by the joint venture, shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.

(The limit on the number of members of JV or Consortium may be prescribed

in BDS, in accordance with the guidelines issued by the PPRA).

3.2. The invitation for bids is open to all prospective bidders subject to any provisions of incorporation or licensing by the respective national/ international incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidder keeping in view the requirement of that business.

3.3. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

3.3.1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring agency/Employer to provide consulting services for the preparation of design or technical specifications of the works that are the subject of the bid; or

3.3.2. have controlling shareholders in common; or

3.3.3. receive or have received any direct or indirect subsidy from any of them; or

3.3.4. have the same legal representative for purposes of this Bid; or

3.3.5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Procuring agency/Employer regarding this Bidding process; or

3.3.6. Submit more than one bid in this bidding process.

3.4. A Bidder may be ineligible if –

3.4.1. he is declared bankrupt or, in the case of company or firm, insolvent;

3.4.2. payments in favor of the bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3.4.3. the bidder is convicted, by a final judgment of a Court of Law or relevant Professional Statuary Body, of any offence involving professional conduct;

3.4.4. The bidder is debarred/ blacklisted by a national level Procuring agency/Employer and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.

3.5. As and when required, bidders shall provide to the Procuring agency/Employer evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.6. Bidders shall submit proposal relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract is envisaged.

4. **Eligible Material and Equipment**

4.1. All the material and equipment to be mobilized under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such materials and equipment. For this purpose, ineligible countries are stated in the section-IV titled as “Eligible Countries”.

B. BIDDING DOCUMENTS

5. **Contents of Bidding Documents**

5.1. The scope of Works, bidding procedures, and terms and conditions of the contract are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents which should be read in

conjunction with any addenda issued in accordance with ITB 7.1 include:

Section I Instructions to Bidders (ITBs)

Section II Bid Data Sheet (BDS)

Section III Eligible Countries

Section VI Evaluation and Qualification Criteria

Section V Works Requirements Technical Specifications & Schedule of Requirements

Section VI Standard Bidding Forms

Section VII General Conditions of Contract (GCC)

Section VIII Particular Conditions of Contract (PCC)

Section IX Contract Forms

5.2. The bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed in the bidding documents. Failure to furnish all the information required in the bidding documents will be at the bidder's risk and may result in the rejection of his bid.

6. **Clarification of Bidding Document, Pre-bid Meeting**

6.1. A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer through EPADS.

6.2. The Procuring agency/Employer shall respond to the request for clarification in accordance with Rule 31 of the Public Procurement Rules 2004.

6.3. Should the Procuring Agency deem it necessary to amend the BIDDING document as a result of a clarification, it shall do so following the procedure under ITB 7.

6.4. If indicated in the BDS, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned in the BDS. During this pre-bid meeting, prospective bidders may request clarification of the schedule of requirement, the evaluation criteria or any other aspects of the bidding documents.

6.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without

identifying the source) and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to ITB 7. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

6.6. The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

6.7. The bidder and any of its authorized personnel will be granted permission by the Procuring agency/Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency/Employer from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7. **Amendment of Bidding Documents**

7.1. The procuring agency may issue notification of any change, addition, modification or deletion in accordance with Rule 23 of the Public Procurement Rules 2004 i.e. Bidding Documents.

7.2. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring agency/Employer may, at its discretion, extend the deadline for the submission of bids:

Provided that the Procuring agency/Employer shall extend the deadline for submission of bid in pursuance of Rule 27 of the Public Procurement Rules 2004, i.e. Extension of time for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

C. PREPARATION OF BIDS

8. **Language of Bid**

8.1. The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring agency/Employer shall be written in the English language unless specified in the BDS. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the bidder, the translation shall govern.

9. **Documents Constituting the Bids**

9.1. The Bids prepared by the Bidder shall constitute of all the documents required in the BDS.

10. **Documents Establishing Eligibility of Material, Equipment and Works, their Conformity to Bidding Documents**

10.1. The bid prepared by the bidder shall constitute the following components: -

10.1.1. Documentary evidence established in accordance with ITB 10 that the material and equipment to be utilized by the Bidder for the executions of works are eligible material and equipment and conform to the Bidding Documents;

10.1.2. Documentary evidence established in accordance with ITB 11 that the bidder has been authorized to carry out the Construction works;

10.1.3. Documentary evidence established in accordance with ITB 11 that the bidder is eligible and/or qualified for the subject bidding process;

10.1.4. Form of Bid and Bid Prices completed in accordance with ITB 12 and 13;

10.1.5. Completed schedules as required, including priced Bill of Quantities in accordance with ITB 13.

10.1.6. Technical Proposal completed in all aspects in accordance with ITB-15.

10.1.7. Bid security or Bid Securing Declaration furnished in accordance with ITB 17;

10.1.8. Any other document required in the BDS.

10.2. In addition to the requirements, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.

10.3. The bidder shall furnish, as part of its bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the bidding documents for all material, equipment and works which the bidder proposes to execute.

10.4. The documentary evidence of conformity of the material, equipment and works to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

10.4.1. a detailed description of the work methodology, approach, schedule and resources to be mobilized at site;

10.4.2. an item-by-item commentary on the Procuring agency/Employer’s Technical Specifications demonstrating substantial responsiveness of the material, equipment and works to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;

10.4.3. any other procurement specific documentation requirement as stated in the BDS.

10.5. The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent

translation into English shall be attached to the original version.

11. **Documents Establishing Eligibility and Qualification of the Bidder**

11.1. The bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

11.2. The documentary evidence of the bidder's eligibility to bid shall establish to the satisfaction of the Procuring agency/Employer that the bidder, at the time of submission of its bid, is from an eligible country as defined in Section-IV titled as "Eligible Countries".

11.3. The documentary evidence of the bidder's qualification to perform the contract if its bid is accepted shall establish to the satisfaction of Procuring agency/Employer that:

11.3.1. The bidder has the financial and technical capability necessary to perform the Contract, meets the qualification criteria specified in Section-V, Evaluation and Qualification Criteria and BDS.

11.3.2. In the case of a bidder not doing business within Pakistan, the bidder is or will be (if awarded the contract) represented by a local bidder (Joint Venture) in accordance with the PEC works bylaws, and in case of award of works such foreign firm is required to participate in the execution of works to carry out its obligations as prescribed in the Conditions of Contract and /or Technical Specifications.

11.3.3. That the bidder meets the qualification criteria listed in Section-V, Evaluation and Qualification Criteria and BDS.

12. **Forms of Bid**

12.1. The Bidder shall fill the Form of Bids furnished in the bidding documents. The Bids Form must be completed without any alterations to its format and no substitute shall be accepted.

13. **Bid Prices**

13.1. The bid prices quoted by the bidder in the Standard bid Forms, Bill of Quantities and in the Price Schedules shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.

13.2. The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items in the Bill of Quantities and will not be paid for separately by the Procuring agency/Employer.

13.3. Items not listed in the Price Schedule shall be assumed not to be included in the bid, and provided that the bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s):
Provided that:

13.3.1. where there is only one (substantially) responsive bidder, or

13.3.2. where there is provision for alternate proposals and the respective items are not listed in the other bids,

The Procuring agency/Employer may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.

13.4. The Bid price to be quoted in the Form of Bid in accordance with ITB 12 shall be the total price of the bid.

13.5. Unless otherwise specified in the BDS and the Contract, the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract.

13.6. If so specified in ITB 1.1, bids may be invited for individual lots (contracts) or for any combination of lots (packages).

13.7. Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB 27, unless otherwise price adjustment is permissible under Conditions of the Contract.

13.8. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder.

14. **Currencies of Bid and Payment**

14.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS. Comparison of bids and tie of bid shall be treated in accordance with the Rule 30(2) of Public Procurement Rules, 2004.

15. **Documents Comprising the Technical Proposal**

15.1. The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section VII – Standard Bid Forms, in sufficient detail to demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.

16. **Bid Validity Period**

16.1. Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring agency/Employer. A bid valid for a shorter period shall be rejected by the Procuring agency/Employer as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

16.2. Under exceptional circumstances, prior to the expiration of the initial Bids/Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids/Bid. Such request for extension of the period of bid validity shall be carried out in

accordance with Rule 26 of the Public Procurement Rules, 2004.

17. **Bid Security or Bid Securing Declaration**

17.1. Pursuant to ITB 11.1 unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, a Bid Security in accordance with Rule 25 of the Public Procurement Rules, 2004 in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section VII (Standard Bidding Forms).

In case Procuring agency/Employer is inviting bids in lots / packages, the bidder shall be required to submit his bid security against the respective lot/ package for which he is submitting his bid.

Until the development of functionality of auto verification of financial instrument in EPADS, the scanned copy of bid security or bid securing declaration, as the case may be, shall be uploaded on E-PADS whereas the original instrument to be submitted to the procuring agency before closing of bid submission deadline,

17.2. The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the **BDS** which shall be in any of the following:

17.2.1. A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring agency/Employer and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the bidder;

17.2.2. A cashier’s or certified cheque; or

17.2.3. Another security as indicated in the **BDS**.

17.3. The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Section VII (Standard Bidding Forms) or another form approved by the Procuring agency/Employer prior to the bid submission.

17.4. The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in ITB 17.9 are invoked.

17.5. Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 17.1 or 17.3 shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to ITB 27.

17.6. Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to ITB 16. The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

17.6.1. The expiry of the Bid Security;

17.6.2. The entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Biding documents;

17.6.3. The rejection by the Procuring agency/Employer of all Bids;

17.6.4. The withdrawal of the bid prior to the deadline for the submission of bids, unless the biding documents stipulate that no such withdrawal is permitted.

17.7. The successful bidder's Bid Security will be discharged upon the bidder signing the contract pursuant to ITB 40, or furnishing the performance security (or guarantee), pursuant to ITB 41.

17.8. The Bid Security may be forfeited or the Bid Securing Declaration executed:

17.8.1. if a Bidder:

17.8.1.1. Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in ITB 16.2; or

17.8.2. In the case of a successful bidder, if the bidder fails:

17.8.2.1. to sign the contract in accordance with ITB 40; or

17.8.2.2. to furnish performance security (or guarantee) in accordance with ITB 41.

17.9. In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility. In case the JV is not legally constituted at the time of bid submission, the bid security or bid securing declaration shall be in the names of all future members as named in the letter of bid.

18. **Withdrawal of Bids**

18.1. Before bid submission deadline, any bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding must accompany the respective written notice.

19. **Format and Signing of Bid**

19.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before bid submission deadline.

D. SUBMISSION OF BIDS

20. **Submission of Bids through EPADS v2.0**

20.1. All bids shall be submitted through EPADS v2.0.

21. **Deadline for Submission of Bids**

21.1. All bids shall be received through **EPADS v2.0** not later than bid submission deadline as specified in the **BDS**.

21.2. The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids, pursuant to Rule 27 of the Public Procurement Rules, 2004. Extension of Time for submission of bid, by amending the Bidding Documents in accordance with ITB 7, in which case all rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.

22. **Substitution and Modification of bids**

22.1. A bidder may substitute or modify his bid after it has been submitted, provided that written notice of the substitution or modification of the bid, is received by the Procuring agency/Employer prior to the deadline for submission of bids.

22.2. Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in **ITB 18** .

E. OPENING AND EVALUATION OF BIDS

23. **Opening of Bids**

23.1. The Procuring Agency will open bids in accordance with Rule 28 of the Public Procurement Rules, 2004 and as specified in the BDS.

24. **Confidentiality**

24.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such

process until the time of the announcement of the respective evaluation report.

25. **Clarification of Bids**

25.1. Clarification of Bidding Documents shall be carried out in accordance with Rule 31 of the Public Procurement Rules, 2004.

25.2. The alteration or modification in the bid which in any case affect the following parameters will be considered as a change in the substance of a bid:

25.2.1. evaluation & qualification criteria;

25.2.2. required scope of work;

25.2.3. contract price;

25.2.4. all securities requirements;

25.2.5. tax requirements;

25.2.6. terms and conditions of bidding documents.

25.2.7. change in the ranking of the bidder

26. **Preliminary Examination of Bids**

26.1. Prior to the detailed evaluation of bids, the Procuring agency/Employer will determine whether each bid:

26.1.1. meets the eligibility criteria defined in **ITB 3** and **ITB 4**;

26.1.2. has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents;

26.1.3. has been properly signed;

26.1.4. is accompanied by the required securities; and

26.1.5. is substantially responsive to the requirements of the bidding documents.

The Procuring agency/Employer's determination of a bid's substantial responsiveness will be based on the contents of the bid itself.

26.2. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -

26.2.1. affects in any substantial way the scope, quality, or performance of the Works;

26.2.2. limits in any substantial way, inconsistent with the bidding documents, the Procuring agency/Employer's rights or the bidders' obligations under the Contract; or

26.2.3. if rectified, would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3. The Procuring agency/Employer will confirm that the documents and information specified under ITB 9, 10 and 11 have been provided in the bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.

26.4. The Procuring agency/Employer may waive-off any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the works. The Procuring agency/Employer either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring agency/Employer. Examples of minor informalities or irregularities include failure of a bidder to –

26.4.1. *Submit the number of copies of signed bids required by the invitation;*

26.4.2. *Furnish required information concerning the number of its employees;*

26.4.3. *the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.*

26.5. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer may request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the bidder to comply with the request may result in the rejection of its bid.

26.6. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.

26.7. If a bid is not substantially responsive, it will be rejected by the Procuring agency/Employer and may not subsequently be evaluated for complete technical responsiveness.

27. **Examination of Terms and Conditions; Technical Evaluation**

27.1. The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the **GCC** and the **PCC** have been accepted by the bidder without any material deviation or reservation.
For this purpose:
“Deviation” means departure from the requirements specified in the Bidding

Document.

"Reservation" means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.

27.2. The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with ITB 30, to confirm that all requirements specified in Section VI – Works Requirement, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.

27.3. If after the examination of the terms and conditions and the technical evaluation, the Procuring agency/Employer determines that the bid is not substantially responsive in accordance with ITB 27, it shall reject the bid.

28. **Correction of Arithmetic Errors**

28.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

28.1.1. if there is a discrepancy between unit prices and the sub-total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the sub-total price shall be corrected, unless in the opinion of the Procuring agency/Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

28.1.2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and

28.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

28.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

28.2. The amount stated in the Bid will, be rectified by the Procuring agency/Employer in accordance with the above procedure for the correction of errors and, with, the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, its bid shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with **ITB 41.3**.

29. **Conversion to Single Currency**

29.1. The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works from outside the Procuring agency/Employer's country (referred to as the "Foreign Currency Requirements") shall indicate the same in the letter of bid-financial proposal. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid. Comparison of bids quoted in different currencies and conversion of bids into a single currency shall be carried out in accordance with Rule 30(2) of the Public Procurement Rules, 2004**.**

30. **Evaluation of Bids**

30.1. The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to **ITB 27**.

30.2. In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the BDS and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.

30.3. The Procuring agency/Employer's evaluation of a bid will take into account:

30.3.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

30.3.2. converting the amount resulting from applying above, if relevant, to a single currency in accordance with ITB 29;

30.4. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

30.5. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a single bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

30.6. If the bid, which results in the Evaluated Bid Price (Successful Bid), is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

Explanation:

"Unbalanced" or "front-loaded" bids consist of deliberately submitting bids with artificially high prices or unit rates for the early stages of a construction project, offset by artificially low prices or unit rates for the later stages of the project, to improve the contractor's cash flow.

31. **Domestic Preference**

31.1. If the **BDS** so specifies, the Procuring agency/Employer will grant a margin of preference to the domestic contractor in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.

32. **Determination of Successful Bid**

32.1. The Procuring agency/Employer shall compare the evaluated bids in accordance with the predefined bidding procedure, of all substantially responsive bids to determine the Successful bidder.

33. **Qualification of Bidder**

33.1. The Procuring agency/Employer shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as Successful bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Evaluation and Qualification Criteria.
Note: In case of international bidding, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.

33.2. The determination shall be based upon an examination of the documentary evidence of the bidder’s qualifications submitted by the bidder, pursuant to **ITB 11**.

33.3. Prior to contract award, the Procuring agency/Employer will verify that the successful bidder (including each member of a JV) is not blacklisted/debarred. The Procuring agency/Employer will conduct the same verification for each sub-contractor proposed by the successful bidder.

34. **Sub-Contractors**

34.1. The bidder shall provide details regarding any specialized sub-contractor to the Procuring agency/Employer. In case change of sub-contractors, the bidder shall promptly notify the Procuring agency/Employer and obtain approval for replacement of sub-contractors.

34.2. Bidders may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the **BDS**.

35. **Abnormally Low Financial Bid**

35.1. A procuring Agency may reject abnormally low bids. The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned. Moreover, the Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid

Guidance for Procuring agency/Employer:

An abnormally low bid means, in the light of the Procuring agency/Employer's estimate and of all the bids submitted, the bid appears to be abnormally low by not providing a margin for normal levels of profit. In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:

35.1.1. Comparing the bid price with the cost estimate;

35.1.2. Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and

35.1.3. Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.

35.2. The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB 11**

35.3. The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 11**, as well as such other information as the Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders' qualifications.

35.4. Procuring agency/Employer may seek “Certificate for Independent Price Determination” from the bidder and the results of reference checks may be used in determining award of contract.

Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.

35.5. An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder’s bid, in which event the Procuring agency/Employer will proceed to the next ranked bidder to make a similar determination of that bidder’s capabilities to perform satisfactorily.

F. AWARD OF CONTRACT

36. **Criteria of Award**

36.1. Subject to **ITB 36 and 37**, the Procuring agency/Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Successful Bidder, provided that such bidder has been determined to be:

36.1.1. eligible in accordance with the provisions of **ITB 3**;

36.1.2. is determined to be qualified to perform the Contract satisfactorily; and

36.1.3. Successful negotiations have been concluded, if any.

37. **Negotiations**

37.1. The Committee of the Procuring agency/Employer may negotiate with the Most Advantageous Bidder relating to the following areas:

37.1.1. a minor alteration to the technical (drawings, design technical specifications) details of the statement of works;

37.1.2. Methodology, work plan, staffing in view to streamline the work;

37.1.3. a minor amendment to the Particular conditions of Contract;

37.1.4. finalizing payment arrangements;

37.1.5. clarifying details that were not apparent or could not be finalized at the time of Bidding;

37.2. Where negotiation fails to result into an agreement, the Procuring agency/Employer may invite the next ranked bidder for negotiations. Where negotiations are commenced with the next ranked bidder, the Procuring agency/Employer shall not reopen earlier negotiations.

38. **Procuring agency's Right to reject All Bids**

38.1. The procuring agency has the right to reject all bids in accordance with Rule 33 of the Public Procurement Rules, 2004. However, the Authority (i.e. **PPRA**) may call from the Procuring agency/Employer the justification of those grounds.

39. **Notification of Award**

39.1. The procuring agency shall announce and publish the evaluation result in accordance with Rule 35 of the Public Procurement Rules, 2004.

39.2. Where no complaints have been lodged, the bidder whose bid has been accepted will be notified of the award by the Procuring agency/Employer prior to expiration of the bid validity period through EPADS. However, the Procuring agency/Employer shall not award any procurement contract at least for five (05) days after the announcement of final evaluation report. The notification letter (herein after and in the condition of the contract and contract form called “Letter of Acceptance” will specify the sum that the Procuring agency/Employer will pay the successful bidder in consideration for the execution and completion of the

works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

39.3. The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with **ITB 41** and signing of the contract in accordance with **ITB 40**.

39.4. Upon the successful bidder’s furnishing of the performance security (or guarantee) pursuant to **ITB 41**, the Procuring agency/Employer will promptly notify each unsuccessful bidder, the name of the successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to **ITB 17**.

40. **Signing of Contract**

40.1. Promptly after notification of award, Procuring agency/Employer shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.

40.2. Immediately after the Redressal of grievance by the **GRC**, and after fulfillment of all conditions precedent of the Contract Form, the successful bidder and the Procuring agency/Employer shall sign the contract.

40.3. Where no formal signing of a contract is required, work order issued to the bidder shall be construed to be the contract.

41. **Performance Security (or Guarantee)**

41.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring agency/Employer a Performance Guarantee in the amount and in the form stipulated in the BDS and PCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

41.2. If the Performance Guarantee is provided by the successful bidder and it shall be in the form specified in the BDS which shall be in any of the following:

41.2.1. certified cheque, cashier's or manager's cheque, or bank draft;

41.2.2. irrevocable letter of credit issued by a scheduled bank of Pakistan or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a scheduled bank of Pakistan;

41.2.3. bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign bidder, bonded by a foreign bank; or

41.2.4. surety bond callable upon demand issued by any reputable surety or insurance company.
Any Performance Guarantee submitted shall be enforceable in Pakistan.

41.3. Failure of the Most Advantageous Bidder to comply with the requirement of **ITB 40** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or declare blacklisted (in case bid securing declaration is submitted) in which event the Procuring agency/Employer may make the award to the next most advantageous bidder or reinitiate the procurement process afresh (as a case may be).

42. **Advance Payment**

42.1. Advance payment will be provided to the bidder in percentage and in the manner as agreed by the both parties in terms of Conditions of the Contract.

42.2. The Procuring agency/Employer will provide an advance payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated and/or Conditions of the Contract. The advance payment request shall be accompanied by an advance payment security (guarantee) in the form provided in Section X. For the purpose of receiving the advance payment, the bidder shall make and estimate of, and include in its bid, the expenses that will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring agency/Employer's "**Notice to Commence**" as specified in the **PCC**.

43. **General Performance of the Bidders**

43.1. The Procuring agency/Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The Procuring agency/Employer may seek information / report from the previous employer for consideration. However, the Procuring agency/Employer shall incorporate such parameters in the evaluation criteria and accordingly decide the fate of the bid submitted.

44. **Corrupt & Fraudulent Practices**

44.1. Procuring agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

45. **Grievance Redressal**

45.1. Grievance Redressal shall be carried out in accordance with Rule 48 of the Public Procurement Rules, 2004 i.e. Redressal of grievances by the procuring agency and “Redressal of Grievances Regulations 2021”.

H. MECHANISM OF BLACKLISTING

46. **Mechanism of Blacklisting**

46.1. The Procuring agency/Employer shall proceed Blacklisting of Bidders/Contractors in accordance with Rule 19 of the Public Procurement Rules, 2004 i.e. Blacklisting and “Blacklisting and Debarment of Bidders or Contractors Regulations 2024.

Bid Data Sheet

Bids Data Sheet (BDS)

The following specific data for the procurement of Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
A. Introduction		
1	1.1	Name of Procuring Agency:**Project Dorector GSC PESCO Peshawar (Peshawar Electric Supply Company (PESCO))** The subject of procurement is:**NIT No.06: Construction of Additional Transformer Bay at 132kV Grid Station Regi Model Town Peshawar** Expected commencement date: **Sunday, January 31, 2027**
2.	2.1	Financial year for the operations of the Procuring Agency:**2026-27** Name and identification number of the Contract: **P208542**
3.	3.1	JV/Consortium or AssociationAllowed: **No** Number of JV/Consortium Members: **Nil**
B. Bidding Documents		

4.	**6.2 & 6.4**	The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Tuesday, December 8, 2026
5.	**7.2**	Any addendum, in case issued, shall be published on **Project Dorector GSC PESCO Peshawar (Peshawar Electric Supply Company (PESCO))** website and on **EPADS v2.0**.

C. Preparation of Bids

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

6.	**8.1**	List of documents required along with the bid: 1. 1. Engineering registration - Valid Pakistan Engineering Council registration renewed for the year 2026-27 on the Bid Submission Deadline in Category C-6 or above, with Specialization Codes: CE-10 2. 2. Eligibility and qualification forms - Forms ELI-1.1 and ELI-1.2; Form CON-2; Forms FIN-3.1 and FIN-3.2; Forms EXP-4.1, EXP-4.2(a), EXP-4.2(b) and EXP-4.2(c), duly completed with the attachments required by Annexure-A and Annexure-B. 3. 3. Experience evidence - As applicable, Letters of Award/Acceptance, signed Contract Agreements or Work Orders, certified BOQs/IPCs, completion or taking-over certificates, commissioning/energization records and satisfactory-performance certificates 4. 4. Technical proposal - Clause-by-clause compliance with the Employer's Requirements, Technical Specifications and Drawings; method statement; work programme; construction schedule; mobilization plan; key-personnel documents; project organization; site-management and ESHS arrangements 5. 5. Legal status and declarations - Legal-constitution documents; authorization to sign; notarized non-blacklisting/debarment affidavit; and Form CON-2 with case-wise pending-litigation/arbitration particulars or a signed Nil statement. 6. 6. Statement of pending litigation and arbitration, showing the parties, nature of dispute, disputed amount and current status. Where no litigation or arbitration exists, a duly signed "Nil" statement shall be submitted

7.	**9.1**	The qualification criteria to establish the supply / production capability of the bidder. *see Eligibility Criteria*
8.	**11.2**	**Works and Their relateddocuments:** *See section Required Scope of Work*
9.	**11.1**	Price schedule will be provided according to the format defined and acquired. *see section price schedule.*
10.	**11.4**	**Specifications:** *see section of specifications.*
11.	**11.5 & 13.5**	The price shall be **Fixed**. The bid price shall be adjusted in accordance with Appendix provided – Formula for Price Adjustment.
12.	**14.1**	Currency of the Bids shall be : **PKR**
13.	**16.1**	The Bids/Bid Validity period shall be: **90 Days**
14.	**17.1**	The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
15.	**17.2**	The Bid Security shall be in the form of:
16.	**15.1**	Alternative Bids to the requirements of the bidding documents willnot be permitted.

D. Submission of Bids

17.	**18.1 & 21.1**	Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following; **Project Director GSC PESCO Faqir Abad No.2, Zaryab Colony Peshawar, Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).** Bids that are not submitted on EPADS v2.0 shall be disqualified. The deadline for Bids submission is: **Friday, December 11, 2026 12:00 PM**
E. Opening and Evaluation of Bids		
18.	**24.1**	The Bids opening shall take place on **EPADS v2.0** . Day *:* ***Friday*** Date:***December 11, 2026*** Time *:* ***12:30 PM***
19.	**30.2**	Selection technique adopted will be: **Least Cost Based Selection (LCBS)** *see Evaluation Criteria*
F. Award of Contract		
20.	**41.1 & 41.2**	The Performance guarantee shall: **0%**. The Performance Guarantee shall be acceptable in the form of:**Nil**

21.	**45.1**	Arbitrator shall be appointed by mutual consent of the both parties.
G. Review of Procurement Decisions		
22.	**37**	Grievance against this procurement shall be submitted online on EPADS v2.0.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Eligibility Criteria

All Active Taxpayers shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

Required Registration
NADRA CITIZENSHIP (CNIC/NICOP) FBR (NTN) FBR (GSTN) PEC KPK (KPRA)

Eligibility Criteria	Document
1. Engineering registration - Valid Pakistan Engineering Council registration renewed for the year 2026-27 on the Bid Submission Deadline in Category C-6 or above, with Specialization Codes: CE-10.	Yes
2. Eligibility and qualification forms - Forms ELI-1.1 and ELI-1.2; Form CON-2; Forms FIN-3.1 and FIN-3.2; Forms EXP-4.1, EXP-4.2(a), EXP-4.2(b) and EXP-4.2(c), duly completed with the attachments required by Annexure-A and Annexure-B	Yes
3. Experience evidence - As applicable, Letters of Award/Acceptance, signed Contract Agreements or Work Orders, certified BOQs/IPCs, completion or taking-over certificates, commissioning/energization records and satisfactory-performance certificates	Yes

4. Technical proposal - Clause-by-clause compliance with the Employer's Requirements, Technical Specifications and Drawings; method statement; work programme; construction schedule; mobilization plan; key-personnel documents; project organization; site-management and ESHS arrangements	Yes
5. Legal status and declarations - Legal-constitution documents; authorization to sign; notarized non-blacklisting/debarment affidavit; and Form CON-2 with case-wise pending-litigation/arbitration particulars or a signed Nil statement	Yes
6. Statement of pending litigation and arbitration, showing the parties, nature of dispute, disputed amount and current status. Where no litigation or arbitration exists, a duly signed “Nil” statement shall be submitted	Yes
7. Financial evidence - Audited balance sheets, income statements, cash-flow statements and auditors' reports for the last three completed financial years; income-tax returns for the last three completed tax years; current Active Taxpayers List (ATL) evidence; bank balance/line-of-credit confirmation; available-resource and current-commitment schedules; and valid NTN, Sales Tax and KPRA registrations, as applicable.	Yes
8. Joint Venture - Where applicable, the prescribed executed JV Agreement attached as Annexure-D; Power of Attorney authorizing the Lead Member; authorizing resolutions; and separate eligibility, qualification, financial-capacity and experience documents of each JV Member. The JV shall comprise two Members with 60% participation by the Lead Member and 40% by the Second Member. Both Members shall be jointly and severally liable	Yes
9. A Letter of Intent shall not be accepted. Participation shares shall not replace the criterion-specific JV requirements in Annexure-A.	Yes
10. Other documents - All other forms, schedules, declarations, undertakings and supporting evidence required by the Bidding Documents. Annexure-A contains the controlling qualification requirements and thresholds; Annexure-B is the matching documentary-evidence and evaluation checklist	Yes
Failure to submit a document shall be dealt with under the responsiveness, clarification and qualification provisions of the Bidding Documents. No post-deadline document may cure a material omission or improve a Bidder's qualification.	Yes

Evaluation Criteria

Least Cost Based Selection (LCBS)

Weightage

Technical Evaluation %
100

Technical Marks	100
Passing Marks	**80**
General Construction Experience	
At least five years of documented civil construction experience and at least two qualifying civil works contracts completed within the five years preceding the bid submission deadline are mandatory. A single bidder shall meet the experience requirement independently. For a two-member JV, the Lead Member shall meet the five-year requirement, and each member shall contribute at least one qualifying completed contract. Count distinct qualifying contracts once for each criterion. For a JV, combine the qualifying contracts of both members. The same contract may count under both general and specific experience if it independently meets both definitions. Award marks based on the verified number of qualifying contracts as shown below. Failure to meet any applicable mandatory requirement results in failure of this criterion. Submit an experience schedule supported by contracts or work orders and employer-issued completion or taking-over certificates. (Quantitative)(Doc Required) 4 or more qualifying completed civil works contracts **(20)** 3 qualifying completed civil works contracts **(15)** 2 qualifying completed civil works contracts **(10)**	20

Specific Construction Experience	
At least two similar contracts completed in the five years preceding the bid submission deadline are mandatory. Each must have a verified executed value for comparable civil works equal to at least 50% of the Regi Model Town reference estimate (PKR 2,650,613 in whole rupees). Similar works comprise construction of reinforced concrete transformer or electrical equipment foundations at grid stations, substations, or comparable power or industrial facilities. For a mixed civil and electrical contract, use the verified value of the comparable civil works. For a two-member JV, combine distinct qualifying contracts and require at least one from each member. Credit prior JV work according to the bidder’s documented executed scope and value. For an ongoing contract, count only a separately taken-over contractual section with verified qualifying scope and value, once under its parent contract. Submit contracts or work orders and employer-issued completion or taking-over certificates, supported by the BOQ and certified payment or final account records to establish scope and executed value. (Quantitative)(Doc Required) 4 or more qualifying completed similar contracts **(20)** 3 qualifying completed similar contracts **(15)** 2 qualifying completed similar contracts **(10)**	20
Average Annual Construction Turnover	

Calculate average annual construction turnover (AATO) using the last three completed financial years. The mandatory minimum is 70% of the Regi Model Town reference estimate (PKR 3,710,859 in whole rupees). A single bidder shall meet the minimum independently. For a two-member JV, combined AATO shall meet the full minimum. The Lead Member and the other member shall individually meet at least 50% and 20% of the minimum required AATO, respectively. Both individual and combined minimums must be met. Score the single bidder's AATO or combined JV AATO as a percentage of the reference estimate, using the table below. Use the underlying figures to determine the applicable band. Failure to meet the applicable mandatory minimum shall result in failure of this criterion. Submit audited financial statements for the last three completed financial years and a Chartered Accountant's certificate confirming year-wise construction turnover and the three-year average, separately for each JV member (Quantitative)(Doc Required) 100% or above | PKR 5,301,226 or more **(10)** 80% to below 100% | PKR 4,240,981–5,301,225 **(8)** 70% to below 80% | PKR 3,710,859–4,240,980 **(6)**	10
Net Worth	
Net worth means Total Assets minus Total Liabilities, as shown in the audited financial statements for the latest completed financial year. The single bidder or each member of a JV shall independently demonstrate net worth of zero or above. Score the single bidder's net worth or the sum of both JV members' verified net worth as a percentage of the reference estimate. Award marks as follows: 30% or more = 10 marks; 20% to below 30% = 8 marks; 0% to below 20% = 6 marks. Award one applicable score only to the bidder/JV, capped at 10. Members' marks shall not be separately added or averaged. Submit the latest completed financial year's audited financial statements and an auditor/Chartered Accountant's certificate confirming total assets, total liabilities and net worth, separately for each JV member (Quantitative)(Doc Required) 30% or above | PKR 1,590,368 or more **(10)** 20% to below 30% | PKR 1,060,246–1,590,367 **(8)** 0% to below 20% | PKR 0–1,060,245 **(6)**	10
Financial Resources and Cash Flow	

The bidder shall demonstrate available financial resources of at least 30% of the Regi Model Town reference estimate (PKR 1,590,368 in whole rupees), net of existing contractual commitments. Eligible resources shall comprise available cash/bank balances and committed, unutilized credit facilities accessible for executing this contract. Turnover, net worth and the value of fixed assets shall not, by themselves, establish available cash-flow resources. A single bidder shall meet the requirement independently. For a two-member JV, verified available resources of both members shall be combined after accounting for their respective existing commitments. The same funds or credit facility shall not be counted twice. Calculate available resources as a percentage of the reference estimate and select one band from the table below. Financial resources below 30% fail this mandatory criterion. Submit current bank certificates/statements, bank confirmation of committed and unutilized credit facilities, and a schedule of existing contractual commitments and related funding requirements, separately for each JV member. (Quantitative)(Doc Required) 50% or above | PKR 2,650,613 or more **(10)** 40% to below 50% | PKR 2,120,491–2,650,612 **(8)** 30% to below 40% | PKR 1,590,368–2,120,490 **(6)**	10
Key Personnel	
Required roles are Civil Site Engineer, Civil Works Supervisor and Safety Supervisor. The two additional scored roles are Surveyor and either a QA/QC Civil Engineer or Materials Technician. Submit named CVs, assigned responsibilities and signed availability commitments. Civil engineering posts require valid PEC registration. Count one person per role. For a JV, assess one combined team. All three required roles must be demonstrated before awarding marks under the applicable range. (Quantitative)(Doc Required) 3 required roles plus 2 scored roles **(10)** 3 required roles plus 1 scored role **(8)** 3 required roles only **(6)**	10
Equipment and Machinery	

Required equipment groups are excavation equipment, a concrete production or supply arrangement, and compaction equipment. The additional scored groups are survey equipment and dedicated dewatering equipment. Apply the BDS equipment schedule for quantities, capacities and accepted equivalents. Submit ownership records or signed hire, lease or supply commitments showing firm availability. For a two-member JV, assess equipment provided by either or both members collectively. Count each item once. Award one score based on the required and additional verified groups shown below. All three required groups must be demonstrated before awarding marks under the applicable range. (Quantitative)(Doc Required) 3 required groups plus 2 scored groups **(10)** 3 required groups plus 1 scored group **(8)** 3 required groups only **(6)**	10
MS Project Execution Programme	
Submit one project-specific method statement and a logic-linked MS Project programme showing completion within 60 days from the Commencement Date. Mandatory aspects are (1) site access, setting-out, work-front staging and separation from operating areas in coordination with PESCO, (2) sequencing of the BOQ civil works, including excavation, reinforcement, formwork, fixing and alignment of anchor bolts or embedded items, concreting, curing and backfilling, as applicable, and (3) activity durations, dependencies, critical path and milestones. The additional scored aspects are (4) crew and equipment deployment tied to major activities and (5) an inspection and testing programme covering applicable setting-out and embedment checks, reinforcement inspections, concrete testing and compaction checks. Credit an aspect when it addresses all applicable elements. Assess one combined programme for a JV. Failure to meet any mandatory aspect or the contract period results in failure of this criterion (Quantitative)(Doc Required) All 5 aspects **(10)** 3 mandatory aspects plus 1 scored aspect **(8)** 3 mandatory aspects only **(6)**	10

Jobs/Lots

Jobs Without Lots :

Job	Delivery Schedule	Quantity	Bid Security
Construction of additional transformer bay at 132 KV Grid Station Regi Model town Peshawar	Address: 132 kV Grid Station Regi Model Town Peshawar Khyber Pakhtunkhwa Schedule: 120 Days Quantity: 1/job	1/job	0 PKR

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Related Services :

No

Work Specifications and Market Rates

Jobs Without Lots :

Job: Construction of additional transformer bay at 132 KV Grid Station Regi Model town Peshawar

Specifications / Requirements:

Sr. No	Item No.	Description	Unit	Quantity	Rate	Amount in Words	Amount
1	Schedule Items (WCSR-2022)						

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Sr. No	Item No.	Description	Unit	Quantity	Rate	Amount in Words	Amount
2	A-01	Excavation In Shingle Or Graval Formation & Rock Not Required Blasting Undressed Upto 30m. Page 2-1/4 a	Cum	1131.668195			
3	A-02	Cement Concrete Plain Using Corse Sand Crush i/c Plasing Compacting Curing Finshing Ratio 1:4:8 Complet In All Respect. Page No. 5-1/2 (d)	Cum	10.701965			

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Sr. No	Item No.	Description	Unit	Quantity	Rate	Amount in Words	Amount
4	A-03	S/F of Intermedite Bar Mould Steel Deformed Bar Re-inforcement Concret of 4000psi or 276 Mps Yeild For Cement Concret i/c Cutting, Bending Laying in Position, Making Jointing, Fastening i/c Cost of Bending Wire also Removal of Rust From Bars. Page -5-3/6 a	Kg	6106.942552			

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Sr. No	Item No.	Description	Unit	Quantity	Rate	Amount in Words	Amount
5	A-04	RCC Work Using Coarse Sand i/c All Labour & Materail Except The Cost of Steel And its Labour For Bending, Binding Which Will Be Paid Separately i/c Shuttering, Curing Rendering And Finshing i/c Screening And Washing of Stone Aggregate Ratio 1:2:4. Page 5-1/3 a (i)	Cum	76.9359339			

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Sr. No	Item No.	Description	Unit	Quantity	Rate	Amount in Words	Amount
6	A-05	Earth Filling Under Floor Wth Surplus Earth Excaveted From Foundation. Page No, 2-5/25	Cum	373.45050435			
7	A-06	Supply & Spreading Crushed Stone or Water Born Gravel 20mm Size As Per Specifications. Page 7-5/28	Cum	20.74657			

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Sr. No	Item No.	Description	Unit	Quantity	Rate	Amount in Words	Amount
8	A-07	P/F Of 90 Lbs/Rft Rail I/C Anchor Bolts Of M.S Flat 40x6mm Long 610mm Soacing Compelet In All Respect Drawing No. 02- Gs-18(Page 23-12/75)A	Rm	10.2			
9	A-08	Re-handling of gravel work or excavated rock lead upto 30m.(Page 2-2/11)	Cum	51			

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Sr. No	Item No.	Description	Unit	Quantity	Rate	Amount in Words	Amount
10	A-09	Cable Tray Complete 3-Way (Page 20-7/66 & 20-8/74)	No	30			
11	A-10	Dismantling Cement concrete plain (1:2:4) Page No. 3-2/14 c	Cum	1.725			

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Sr. No	Item No.	Description	Unit	Quantity	Rate	Amount in Words	Amount
12	A-11	Boring for Earth Pits in all bearing soils from ground level to 12m depth including sinking & with-drawing of casing pipe with internal diameter. Page No.13-1/1 (e)	Mtr	24			

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Sr. No	Item No.	Description	Unit	Quantity	Rate	Amount in Words	Amount
13	A-12	Carriage of 3.00 Cum/5 Metric Tons of all Material like earth, silt, sand, stone aggregate spawl, Coal, Lime, Surkhi, steel girders, M.S sheets, M.S bars etc. or 4.25 cum of timber or 3.75 metric tons of fuel wood by truck or any other means. Lead upto 03 KM (Page 1-1/1)	Cum	565.8340975			

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Sr. No	Item No.	Description	Unit	Quantity	Rate	Amount in Words	Amount
14	A-13	P/F Rcc Pre-Stressed Trench Cover As Per Approved Of M/S Azhar & Co Other Equivalent As Per Drawing And Specification. (N.S)	Sqm	57			
15	Non-Schedule (NS) Items						
16	A-14	Salt (N.S……..)	Kg	90	70		
17	A-15	Coal (N.S……..)	Kg	90	250		
18	TOTAL BID COST (PKR)						

Sr. No	Item No.	Description	Unit	Quantity	Rate	Amount in Words	Amount
19	TOTAL ESTIMATED CONTRACT COST — EXCLUDING KPRA SALES TAX (PKR)						5301226
						GRAND TOTAL:	Rs5,301,226.00

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Scope of Work

The work comprises construction of the civil infrastructure required for one additional transformer bay at the existing 132 kV Grid Station Regi Model Town, Peshawar. The works shall be completed within60 days from the Commencement Datein accordance with the Bill of Quantities (BOQ), drawings and technical specifications.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Price Schedule

For Individual Jobs

#	Job Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

General Conditions of Contract

A. General

1. **Definitions**

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. **“**Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. “Party” means the Procuring Agency or the Contractor, as the case may be, and “Parties” means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Services.

2. **Applicable Law**

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. **Language**

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractorand the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC** . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. **Notices**

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.

5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in **SCC.**

5.2. A {DOCUMENTS}

6. **Authorized Representatives / Authority of Member in charge**

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the **SCC**.

B. Commencement, Completion, Modification, and Termination of Contract

7. **Effectiveness of Contract**

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the **SCC.**

8. **Commencement of Services**

8.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC.**

9. **Program schedule**

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. **Starting Date/Expiration Date**

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.**

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC.**

11. **Entire Agreement**

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. **Modification**

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. **Force Majeure**

13.1. **Definition**

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Contractor and which makes a Contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative

measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. **Extension of Time**
Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13.4. **Payments**
During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. **Termination**

14.1. **By the Procuring Agency**
The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. **By the Contractor**
The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. **Law Applicable to Services**

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. **Conflict of Interests**

16.1. **Contractor Not to Benefit from Commissions and Discounts**

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. **Contractor and Affiliates Not to be Otherwise Interested in Project**

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. **Prohibition of Conflicting Activities**
Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC.**

17. **Insurance to be Taken Out by the Contractor**

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. **Contractor's Actions Requiring Procuring Agency's Prior Approval**

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC.**

19. **Reporting Obligations**

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. **Liquidated Damages**

20.1. **Payments of Liquidated Damages**
The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. **Correction for Over-payment**
If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The

Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC.**

20.3. **Lack of performance penalty**
If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. **Performance Guarantee**

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC.**

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

22. **Sustainable Procurement**

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

D. Contractor's Personnel

23. **Description of Personnel**

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. **Removal and / or Replacement of Personnel**

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the **SCC.**

26. **Services and Facilities**

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

F. Payments to the Contractor

27. **Contract Price**

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the **SCC**.

28. **Terms and Conditions of Payment**

28.1. Payments will be made to the Contractor according to the payment schedule stated in the **SCC** and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the **SCC**, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the **SCC.** Any other payment shall be made after the conditions listed in the **SCC** for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. **Quality Control Identifying Defects**

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the **SCC.** The Procuring Agency shall check the Contractor’s performance and notify him of any Defects that are

found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the **SCC**.

29.2. A {INSPECTION}

30. **Correction of Defects, and Lack of Performance Penalty**

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. **Settlement of Disputes Amicable Settlement**

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. **Dispute Settlement**

32.1. **Arbitration**

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.

Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

Number of GC Clause 1

Definitions

The Procuring Agency is: Project Dorector GSC PESCO Peshawar (Peshawar Electric Supply Company (PESCO)), Project Director Project Director GSC PESCO Faqir Abad No.2, Zaryab Colony Peshawar, Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).

The Supplier is:

The title of the subject procurement is: NIT No.06: Construction of Additional Transformer Bay at 132kV Grid Station Regi Model Town Peshawar

Number of GC Clause 2

Applicable/Governing Law:

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 3

Language:

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

Project Dorector GSC PESCO Peshawar (Peshawar Electric Supply Company (PESCO)), Project Director Project Director GSC PESCO Faqir Abad No.2, Zaryab Colony Peshawar, Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).
+92-370-134-0190
xen.gc-1@pesco.com.pk

Contractor/ Bidder:

[Name, address and telephone number]

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

Project Dorector GSC PESCO Peshawar (Peshawar Electric Supply Company (PESCO)), Project Director Project Director GSC PESCO Faqir Abad No.2, Zaryab Colony Peshawar, Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).
+92-370-134-0190
xen.gc-1@pesco.com.pk

For the Bidder:

Name: ……

Designation: ……..

Address: ……..

Number of GC Clause 7

Effectiveness of the contract

The Contractor/Bidder shall be effective within ….. days from the date of signature of the Contract by both parties

Number of GC Clause 8

Commencement of Contract:

The Contractor/Bidder shall provide Non-Consultancy Services from the effective date of contract.

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be ……

Number of GC Clause 14

Termination

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

Number of GC Clause 16

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.01%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:

The amount of performance guarantee shall be **0%** of the contract price in acceptable form of **Nil**

Number of GC Clause 27

Currency of Payment:

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

Number of GC Clause 28

Payment terms:

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

Number of GC Clause 29

Identifying Defects:

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

Delivery & Documents

Submit the MS Project work programme, method statements, material certificates and test reports as required by the Contract. Submit measured quantities and supporting records with each interim payment application. At completion, submit the final inspection and test records and any as-built drawings required under the Contract

The Time for Completion of the civil works shall be 365 days from the Commencement Date. The Contractor shall sequence the works and material deliveries in accordance with the accepted MS Project work programme and coordinate site access and work fronts with PESCO. On completion, the Contractor shall submit the Works for inspection and taking over in accordance with the Contract.

Number of GC Clause 31

Following is the guidance for Dispute Resolution

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract... (full clause unchanged)

ii. At future of negotiation the dispute shall be resolved through mediation...

iii. At failure of mediation, arbitration under Arbitration Act 1940...

iv. Cost sharing equally...

v. Proceedings may commence before/after completion...

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder shall be referred to arbitration under the laws of Pakistan including Arbitration Act 1940.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place shall be Islamabad. The award shall be final and binding.

Bid Securing Declaration

Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.:***P208542***

To: **Project Dorector GSC PESCO Peshawar (Peshawar Electric Supply Company (PESCO)), Project Director Project Director GSC PESCO Faqir Abad No.2, Zaryab Colony Peshawar, Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the _____ day of _____ 20_____ between **Project Dorector GSC PESCO Peshawar (Peshawar Electric Supply Company (PESCO)), Project Director Project Director GSC PESCO Faqir Abad No.2, Zaryab Colony Peshawar, Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).**

(hereinafter called "the Procuring Agency") of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called "the Bidder") of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **NIT No.06: Construction of Additional Transformer Bay at 132kV Grid Station Regi Model Town Peshawar (*P208542*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency's Letter of Acceptance; and
8. [*add here: any other documents*]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

……

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder: ……

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Integrity Pact

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Performance Guarantee Form

Performance Guarantee Form

To: **Project Dorector GSC PESCO Peshawar (Peshawar Electric Supply Company (PESCO)), Project Director Project Director GSC PESCO Faqir Abad No.2, Zaryab Colony Peshawar, Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).**

WHEREAS *[name of Bidder]* (hereinafter called "the Bidder") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods*(*hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date}

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Annexure

Notice Inviting Tender (NIT)

Information (Read-Only)

See Form Under Additional Forms and Documents: **Notice Inviting Tender (NIT)** (page number: 94)

Bidding Data Sheet (BDS)

Information (Read-Only)

See Form Under Additional Forms and Documents: **Bidding Data Sheet (BDS)** (page number: 95)

Joint Venture Form (JV)

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Joint Venture Form (JV)** (page number: 100)

Price Schedule

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Price Schedule** (page number: 113)

Bid Forms

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Bid Forms** (page number: 114)

Special Condition of Contract (SCC)

Information (Read-Only)

See Form Under Additional Forms and Documents: **Special Condition of Contract (SCC)** (page number: 150)

Contract Forms

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Contract Forms** (page number: 159)

Eligibility & Qualification Criteria

Information (Read-Only)

See Form Under Additional Forms and Documents: **Eligibility & Qualification Criteria** (page number: 170)

Key Personnal

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Key Personnal** (page number: 176)

Equipment and Machinery

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Equipment and Machinery** (page number: 177)

Procurement Forms

Past Construction Experiences

See Form Under Additional Forms and Documents: **Past Construction Experiences** (page number: 178)

Contractor's Key Personnel Representative and Their Schedules

See Form Under Additional Forms and Documents: **Contractor's Key Personnel Representative and Their Schedules** (page number: 184)

Financial Resources

See Form Under Additional Forms and Documents: **Financial Resources** (page number: 188)

Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 189)

Historical Contract Non-Performance, and Pending Litigation and Litigation History

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 190)

Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 192)

Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 193)

Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 195)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

Additional Forms and Documents

PESHAWAR ELECTRIC SUPPLY COMPANY

INVITATION FOR BIDS

Bid No. PESCO/PD(GSC)/NIT-6/2026-27

Construction of Additional Transformer Bay at 132kV Grid Station Regi Model Town Peshawar

EPADS Ref.	P208542	**Estimated Cost**	PKR 5,301,226 (excluding KPRA Tax)
Procedure	NCB, Single Stage–Single Envelope	**Completion Period**	60 days from Commencement Date
Bid Security	3% — PKR 159,040	**Domestic Preference**	Not applicable

1. Procurement Advertisement No. PESCO/PD(GSC)/NIT-6/2026-27 is available on EPADS V-2.0 under Procurement Reference No. P208542.
2. Peshawar Electric Supply Company (PESCO) has reserved funds for this procurement during FY 2026-27, and part of the proceeds will be used for eligible payments under the Contract.
3. PESCO, through the Project Director (GSC), invites electronic bids from eligible and qualified bidders registered on EPADS V-2.0 for the remodeling works described above.
4. A bidder may participate as a Single Entity or as a Joint Venture comprising a maximum of two members, including one Lead Member. All JV members shall be jointly and severally liable for performance of the Contract. Detailed eligibility and qualification requirements are provided in the Bidding Document along with annexures.
5. Bidding shall be conducted through National Competitive Bidding (NCB) using the **Single Stage–One Envelope procedure** in accordance with the Public Procurement Rules, 2026 and applicable PPRA regulations. Bidders shall submit their bids electronically through the **EPADS v2.0 portal** by the bid submission deadline specified in the bidding documents.
6. The principal requirements include valid PEC registration in **Category C-6 or above** with specialization codes, CE-10 valid FBR/NTN and Active Taxpayer status, KPRA registration where applicable, and EPADS registration; Average Annual Construction Turnover of at least 70% of the estimated Contract cost; available financial resources/cash flow of at least 30% of the estimated Contract cost; and satisfactory completion of at least two similar contracts during the last five years, each valued at not less than 50% of the estimated Contract cost. The bidder shall also demonstrate experience, as detailed in the Qualification Criteria.
7. **Bid Security and original CDR.** Each bid shall be secured by a Call Deposit Receipt (CDR) for **PKR 159,040 (Pak Rupees One Hundred Fifty-Nine Thousand and Forty Only)** deposit in favor of the Project Director (GSC), PESCO. The bidder shall upload a scanned copy of the CDR with its electronic bid on EPADS V-2.0 and deliver the original CDR to the office of the Project Director (GSC), PESCO, at the address below before the electronic bid submission deadline. **A bid accompanied only by a scanned CDR shall be rejected as non-responsive if the original CDR is not received before that deadline.** A Bid Securing Declaration is not acceptable.
8. A bidder unable to deliver the original Call Deposit Receipt (CDR) by the bid submission deadline may withdraw its electronic bid through EPADS v2.0 before that deadline in accordance with the Bidding Documents. If the bid remains submitted and the Procuring Agency does not receive the original CDR by the deadline, the bid shall be rejected as non-responsive. Any further action against the bidder shall be taken only where grounds exist under the applicable Public Procurement Rules, 2026 and PPRA regulations.
9. Electronic Bidding Documents containing the terms, conditions, specifications, BOQ and qualification requirements are available at https://vendors.epads.gov.pk. Bidders must be registered on EPADS V-2.0.
10. Electronic bids shall be submitted through EPADS V-2.0 by **11 December, 2026 at 12:00 hours**. Bids will be opened through EPADS V-2.0 on the same day at **12:30 hours**. Bids shall be submitted electronically. Physical submission is required for the original CDR as stated above.

PROJECT DIRECTOR (GSC) PESCO PESHAWAR

GSC House No. 22, Dr. Durr-e-Kamil Road, Faqirabad No. 2, Peshawar, Khyber Pakhtunkhwa
Tel: +92-91-2246494 | Fax: +92-91-2248900 | Email: pd.gsc@pesco.com.pk

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BID DATA SHEET (BDS)

The following specific data for the procurement of works shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITBs). Whenever there is a conflict, the provisions herein shall prevail over those in ITBs.

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
		A. Introduction
1.	**1.1**	**Name of Procuring agency/Employer**: *PESHAWAR ELECTRIC SUPPLY COMPANY*. The subject of procurement is: Construction of Transformer Bay at 132 kV Regi Model Town **Type of Procurement:** Works—National Competitive Bidding (NCB) **Procurement Procedure:** Single-Stage Single-Envelope Procedure **Evaluation Method:** Lowest Evaluated Substantially Responsive Bid **Period for completion of the works:** *120 Days* **Commencement date execution of the works**:14 days of award of the work to Contractor.
2.	**2.1**	**Financial year for the operations of the Procuring agency/Employer**: PESCO Own Resources *(2026-27)* **Name of Project**: Construction of Electrical Equipment foundations for transformer bay at 132 kV Regi Model Town Grid Station, PESCO, Peshawar. **Name and identification number of the Contract**: *Tender No. PESCO/PD(GSC)/NIT-06/2026-27* ***(P208542)***
3.	**3.1**	**Maximum number of members in the joint venture, consortium shall be**: Two (2). In the case of a Joint Venture, the Bidder shall submit the duly executed Joint Venture Agreement in the prescribed format, together with all documents required for verification of the JV's constitution, membership, participation shares and authority of its signatories, as specified in Annexure-D to the Bidding Documents.
		B. Bidding Documents
4.	**7.2**	**The number of copies of the Bid to be completed and submitted is:** Not applicable. The Bid shall be submitted electronically through EPADS. Only one complete electronic Bid is required.
5.	**8.1**	**The address for clarification of Bidding Documents is**; **Attention**: Project Director (GSC) PESCO Peshawar. **Address**: GSC House No-22, Dr. Durr-e-Kamil Road, Faqirabad No.2. **City**: Peshawar, Khyber Pakhtunkhwa **Telephone**: +92 91 2246494

		Facsimile number: +92 91 2248900 **Electronic mail address**: pd.gsc@pesco.com.pk Requests for clarification should be received by the Employer no later than: Seven (07) days prior to the dead line for submission of bids.
	8.5	**Pre-Bid Meeting:** A pre-bid meeting will not be held.

C. Preparation of Bids

6.	**10.1**	The Language of all correspondences and documents related to the Bid is: ***English***
7.	**11.1 (i)**	In addition to the documents stated in ITB 11, the following documents shall be included in the Technical Bid: 1. Engineering registration - Valid Pakistan Engineering Council registration renewed for the year 2026-27 on the Bid Submission Deadline in Category C-6 or above, with Specialization Codes: CE-10. 2. Eligibility and qualification forms - Forms ELI-1.1 and ELI-1.2; Form CON-2; Forms FIN-3.1 and FIN-3.2; Forms EXP-4.1, EXP-4.2(a), EXP-4.2(b) and EXP-4.2(c), duly completed with the attachments required by Annexure-A and Annexure-B. 3. Experience evidence - As applicable, Letters of Award/Acceptance, signed Contract Agreements or Work Orders, certified BOQs/IPCs, completion or taking-over certificates, commissioning/energization records and satisfactory-performance certificates. 4. Technical proposal - Clause-by-clause compliance with the Employer's Requirements, Technical Specifications and Drawings; method statement; work programme; construction schedule; mobilization plan; key-personnel documents; project organization; site-management and ESHS arrangements. 5. Legal status and declarations - Legal-constitution documents; authorization to sign; notarized non-blacklisting/debarment affidavit; and Form CON-2 with case-wise pending-litigation/arbitration particulars or a signed Nil statement. 6. Statement of pending litigation and arbitration, showing the parties, nature of dispute, disputed amount and current status. Where no litigation or arbitration exists, a duly signed “Nil” statement shall be submitted. 7. Financial evidence - Audited balance sheets, income statements, cash-flow statements and auditors' reports for

		the last three completed financial years; income-tax returns for the last three completed tax years; current Active Taxpayers List (ATL) evidence; bank balance/line-of-credit confirmation; available-resource and current-commitment schedules; and valid NTN, Sales Tax and KPRA registrations, as applicable. 8. Joint Venture - Where applicable, the prescribed executed JV Agreement attached as Annexure-D; Power of Attorney authorizing the Lead Member; authorizing resolutions; and separate eligibility, qualification, financial-capacity and experience documents of each JV Member. The JV shall comprise two Members with 60% participation by the Lead Member and 40% by the Second Member. Both Members shall be jointly and severally liable. 9. A Letter of Intent shall not be accepted. Participation shares shall not replace the criterion-specific JV requirements in Annexure-A. 10. Other documents - All other forms, schedules, declarations, undertakings and supporting evidence required by the Bidding Documents. Annexure-A contains the controlling qualification requirements and thresholds; Annexure-B is the matching documentary-evidence and evaluation checklist. Failure to submit a document shall be dealt with under the responsiveness, clarification and qualification provisions of the Bidding Documents. No post-deadline document may cure a material omission or improve a Bidder's qualification.
8.	**11.4 (c)**	**Other procurement specific documentation requirements are:** 1. Details of specialized construction equipment, supported by evidence of ownership, lease or availability. 2. Project-specific Quality Assurance and Quality Control Plan, including inspection and testing procedures. 3. Technical data, catalogues and applicable type-test certificates for major materials proposed for the Works.
9.	**15.5**	**Price adjustment:** The rates and prices quoted by the Bidder shall be fixed for the entire period of Contract performance and shall not be subject to price adjustment, except for adjustments expressly permitted under the Conditions of Contract due to variations or changes in law.
10.	**15.6**	Name of the works: **Not applicable** The identification No: **Not applicable**

		The No. and identification of lots (contracts) comprising this open competitive bid: **Not applicable**
11.	**16.1**	The currency of the Bid shall be*:* ***Pak Rupees (PKR)***
12.	**18.1**	The Bid Validity period shall be: **90 days**.
13.	**19.1**	The amount of Bid Security shall be: **3%** The currency of the Bid Security shall be: **Pak Rupees (PKR)**.
14.	**19.3**	The Bid Security shall be in the form of: **Call Deposit Receipt (CDR). Bid Securing Declaration (BSD) will not be accepted.** The Bid shall remain valid for 90 days from the deadline for Bid submission. The Bid Security shall remain valid for at least 28 days beyond the expiry of the Bid Validity Period.
15.	**19.3 (c)**	Other forms of security are: **Not applicable.**
16.	**20.1**	Alternative Bids to the requirements of the Bidding Documents: **Not applicable.**
17.	**20.2**	If alternative scheduled for execution of work is explicitly invited: **Not Applicable**
18.	**22.1**	The number of copies of the Bid to be completed and returned shall be: **Bids shall be Uploaded on EPADS.**
19.	**22.2**	The written confirmation of authorization to sign on behalf of the Bidder shall consist of an original, duly signed and stamped Power of Attorney or Authorization Letter demonstrating the authority of the signatory to sign and submit the Bid and bind the Bidder. In the case of a Joint Venture, the authorization shall be executed by all JV Members and shall authorize the nominated representative of the Lead Member to sign and submit the Bid, receive instructions, conduct correspondence and bind all JV Members, jointly and severally, throughout the bidding process and, if awarded, during Contract execution.

D. Submission of Bids

20.	**23.2 (a)**	Bid shall be submitted/Uploaded: through **EPADS Only**
21.	**23.2 (b)**	**Title of the subject Procurement or Project name**: Construction of Electrical Equipment foundations for transformer bay at 132 kV Regi Model Town Grid Station, PESCO, Peshawar

		ITB title and *Tender No*. *PESCO/PD(GSC)/NIT-06/2026-27 **(P208542)***.
22.	**24.1**	The deadline for Bid Submission / Uploading: As per NIT

E. Opening and Evaluation of Bids

23.	**27.1**	The Bid opening shall take place at: **ON-LINE through EPADS**. *As per NIT*
24.	**33.2**	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: ***Pak Rupees (PKR)*** The Source of exchange rate shall be: **Not applicable.** The date of exchange rate shall be: **Not applicable.**
25.	**33.3**	The bids shall be quoted in: **Pak Rupees (PKR)**
26.	**34.2**	**Lowest Evaluated Cost:** After meeting all minimum mandatory eligibility, qualification, technical responsiveness and quality requirements specified in the Bidding Documents, the substantially responsive Bid having the lowest evaluated cost shall be considered for award. No marks, scores, weightings or criteria other than those stated in the Bidding Documents shall be applied.
27.	**34.4**	**Not applicable**
28.	**34.5**	**Not applicable**
29.	**35.1**	**Margin of Preference for Domestic Contractors: Not Applicable.** No margin of preference shall be applied in the evaluation and comparison of Bids, as this procurement is being conducted through **National Competitive Bidding (NCB).**
30.	**38.2**	Sub-contracting (please insert percentage) of the total value of the contract. **Not Applicable**
F. Award of Contract		
31.	**48.1**	The Performance Security (or guarantee) shall be: ***Ten percent (10%) of the Contract Price***
32.	**48.2**	The Performance Security (or guarantee) shall be in the form of: **Bank Guarantee.**

G. Review of Procurement Decisions

33.	**53.6**	**The Address of PPRA to submit a copy of appeal**: Grievance Redressal Appellate Committee, Public Procuremen Regulatory Authority 1st Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254

ANNEXURE–D

PRESCRIBED FORM OF JOINT VENTURE AGREEMENT

To be completed, executed and submitted with the Bid

FOR

Construction of Electrical Equipment foundations for transformer bay at 132 kV Regi Model Town Grid Station, PESCO, Peshawar.

Bid No.	NIT-6/2026-27
Procuring Agency / Employer	Peshawar Electric Supply Company (PESCO)
Execution	On non-judicial stamp paper of requisite value

JV Name: _____

Date of Execution: ____ / ____ / 20____

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JOINT VENTURE AGREEMENT

This Joint Venture Agreement (the "Agreement") is made and executed on this ____ day of _____, 20____ at _____, Khyber Pakhtunkhwa, Pakistan, by and between the Members identified below, on non-judicial stamp paper of the requisite value under the law applicable in Khyber Pakhtunkhwa.

BY AND BETWEEN:

1. M/s _____, a [company/firm] organized and existing under the laws of Pakistan, having registration/incorporation No. _____, NTN _____, PEC Licence No. _____, and registered office at _____, acting through its duly authorized representative Mr./Ms. _____, CNIC No. _____, hereinafter referred to as the "Lead Member" (which expression shall, where the context permits, include its successors and permitted assigns);

AND

2. M/s _____, a [company/firm] organized and existing under the laws of Pakistan, having registration/incorporation No. _____, NTN _____, PEC Licence No. _____, and registered office at _____, acting through its duly authorized representative Mr./Ms. _____, CNIC No. _____, hereinafter referred to as the "Second Member" (which expression shall, where the context permits, include its successors and permitted assigns).

The Lead Member and the Second Member are individually referred to as a "Member" and collectively as the "Members" or the "Joint Venture/JV".

RECITALS

A. Peshawar Electric Supply Company (PESCO), referred to in the Bidding Documents as the "Employer" or "Procuring Agency", has invited Bids under Bid No. NIT-6/2026-27 for "Construction of Electrical Equipment foundations for transformer bay at 132 kV Regi Model Town Grid Station, PESCO, Peshawar. under PESCO Own Resources" (the "Project"). PESCO is not a party to this Agreement; references to PESCO identify the intended Employer and do not impose any obligation upon it under this Agreement.

B. The Members, acting independently and through their duly authorized governing bodies, have agreed to combine their complementary technical, financial, managerial, personnel and equipment resources in a project-specific Joint Venture for submission of a joint Bid and, if awarded, execution, completion and remedying of defects under the Contract.

C. This Agreement is exclusively between the Members and establishes their binding inter se rights, duties, governance, contributions, work allocation and risk-sharing. Nothing in it makes PESCO a member, partner, agent, guarantor or contracting party to the Members' internal arrangements.

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D. The Members nevertheless intend and undertake that PESCO may rely upon the representations, authorizations and joint and several commitments contained herein when evaluating the Bid and administering any resulting Contract, without assuming any liability under this Agreement.

E. Each Member confirms that it has obtained all corporate, company, partnership or proprietorship approvals and authorizations required to enter into, execute and perform this Agreement and that the supporting resolutions and Powers of Attorney form integral attachments hereto.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members agree as follows:

1. Definitions and Interpretation

Unless the context otherwise requires, capitalized terms not defined in this Agreement shall have the meanings assigned to them in the Bidding Documents and the Contract. References to the Bid include the Technical and Financial Bids, clarifications accepted by the Employer, and all documents forming part of the Bid. If any provision of this Agreement conflicts with the Bidding Documents or Contract, the latter shall prevail in relation to the Employer.

2. Formation, Constitution, Legal Status, Name and Purpose

The Members hereby constitute a contractual, unincorporated and project-specific Joint Venture under the name "_____ JV" solely to participate in Bid No. NIT-6/2026-27 and, if awarded, to execute, complete, commission where applicable, and remedy defects in the Project. The JV derives its authority from this Agreement, the attached corporate/partnership authorizations and Powers of Attorney, and shall comply with all registrations and formalities required by applicable law and the Bidding Documents. Unless incorporation or separate registration is required by law or the Contract, the JV shall not be treated as a separate incorporated legal person, and each Member shall retain its independent legal identity. This Agreement does not create a general partnership, employment relationship or association for any activity unrelated to the Project, nor does it authorize either Member to bind the other except as expressly provided herein.

3. Effectiveness, Supporting Formalities and Duration

This Agreement shall become binding between the Members upon execution by their duly authorized signatories on properly valued non-judicial stamp paper. The Members shall complete, execute and attach the participation and work-allocation schedules, governing-body resolutions, Powers of Attorney, identity documents, licences, registrations and other instruments listed in Schedule-D. Any deficiency in an internal formality shall not permit a Member to deny its obligations to the other Member or prejudice commitments represented to PESCO. The Agreement shall remain in force throughout the bidding process and, if the Bid is successful, until complete performance of the Contract, settlement of JV accounts, discharge of all liabilities, expiry of the defects-liability/defects-notification period, release of all securities and guarantees, and final resolution of claims and disputes. If the Bid is unsuccessful, it shall terminate only after release of the Bid Security and settlement of all outstanding JV obligations.

4. Participation Shares

The participation shares shall be: Lead Member ____%; Second Member ____%; Total 100%. The shares shall reflect the Members' respective contributions and assigned scope. No share, scope or responsibility may be materially changed without the Employer's prior written approval where required by the Bidding Documents or Contract.

5. Joint and Several Liability and Employer Reliance

The Members irrevocably undertake that they shall be jointly and severally liable to PESCO for the submission, validity and accuracy of the Bid and, if awarded, for the due execution, completion and performance of the Contract. PESCO may rely upon this undertaking and upon the authority, eligibility, qualification and resource commitments stated in this Agreement and the Bid. Allocation of work, cost, risk, profit or loss between the Members is an internal arrangement only and shall not restrict PESCO's rights under the Bidding Documents or Contract to require performance from, or proceed against, either or both Members for the whole obligation. PESCO's review, acceptance or retention of this Agreement shall not make PESCO a party to it, constitute approval of the Members' internal arrangements, or release either Member from any Bid or Contract obligation.

6. Lead Member and Authorized Representative

The part of the Contract to be performed by each Member is stated in Schedule A. Qualification of the JV and each Member shall be determined strictly in accordance with the Eligibility and Qualification Criteria of the Bidding Documents. The ***60:40 participation ratio*** shall not modify, prorate or substitute the separately prescribed requirements for average annual construction turnover (AATO), cash-flow capacity, general experience, specific experience, key activities, or environmental, social, health and safety (EHS/ES) experience. The JV shall collectively satisfy one hundred percent (100%) of every requirement designated for combined compliance. For AATO, the Lead Member shall meet at least fifty percent (50%) and the Second Member at least twenty percent (20%) of the required amount, while the JV collectively shall meet one hundred percent (100%). For cash-flow capacity, each Member shall meet at least fifty percent (50%) of the required amount and the JV collectively shall meet one hundred percent (100%). General experience shall be satisfied by each Member where so prescribed. Specific experience and key activities shall be satisfied collectively or by the Member assigned the relevant activity, exactly as stated in the qualification criteria. Each Member shall meet the EHS/ES requirements applicable to its assigned work, while the Lead Member shall provide overall coordination. The work allocated to each Member shall be consistent with the experience, technical capacity, financial resources and EHS/ES capability demonstrated by that Member in its Bid

7. Management and Decision-Making

A JV Management Committee comprising two representatives of each Member shall supervise performance. Each Member shall nominate one principal representative. Routine decisions shall be coordinated by the Lead Member. Decisions concerning Bid price, material clarifications, securities, variations, claims, settlement, litigation/arbitration, change of scope, borrowing, replacement of key staff, subcontracting or termination shall require written approval of both Members, without affecting the Lead Member's authority vis-à-vis the Employer.

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8. Work Allocation and Responsibilities

The preliminary allocation of work is set out in Schedule A. Each Member shall provide the personnel, equipment, materials, finance, licences and management necessary for its assigned activities and shall comply with the technical specifications, approved programme, quality, safety, environmental and social requirements. The Members shall cooperate as one contractor and promptly support each other where necessary to protect the Project and meet Contract obligations.

9. Technical Scope Particulars

Subject to the Bidding Documents and the approved work programme, the activities allocated to each JV member for Construction of Electrical Equipment foundations for transformer bay at 132 kV Regi Model Town Grid Station, PESCO, Peshawar, may include mobilization, site survey and setting out, site preparation and earthworks, construction of the control house building, switchyard fencing, water drainage works, construction of the approach road, and other allied civil works specified in the Bidding Documents. The allocated activities may also include quality control and materials testing, coordination with PESCO for safe working in the existing grid station, site restoration, and preparation of as-built drawings and records. Final responsibility shall be recorded in Schedule-A without fragmenting the JV's liability to PESCO.

10. Personnel, Equipment and Resources

Each Member shall make available the personnel, equipment and financial resources stated in the Bid. Key personnel or equipment shall not be withdrawn or replaced except in accordance with the Contract and with required approvals. A Member failing to provide committed resources shall promptly remedy the failure and reimburse the JV/other Member for reasonable costs and losses caused, without prejudice to the Employer's rights.

11. Financial Contributions, Profit and Loss

Bid-preparation and Contract costs shall be borne in accordance with Schedule-B or otherwise approved in writing by both Members. Net profit and loss shall ordinarily be shared in proportion to the participation shares unless Schedule-B expressly provides a lawful alternative. Neither Member shall incur material JV expenditure, debt or liability outside the approved budget without written authorization under Clause 7.

12. JV Bank Account and Payments

If required for Contract administration, the Members shall open a joint project bank account in the JV's name with a scheduled bank in Pakistan, operated in accordance with a written mandate approved by both Members. All Contract receipts shall be deposited into that account and applied only to Project obligations before distribution. The payment mechanism shall remain subject to the Contract and the Employer's accepted arrangements. Proper books and supporting records shall be maintained and available to both Members and authorized auditors.

13. Bid Security and Performance Securities

The Members shall procure and maintain the Bid Security, Performance Security, advance-payment security, retention guarantee and other securities required by the Bidding Documents/Contract in the name and form acceptable to the Employer. Costs and collateral responsibilities shall be shared as stated in Schedule B. Any forfeiture or call attributable to a

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Member's default shall ultimately be borne by that Member, without restricting the Employer's rights against the JV or either Member.

14. Accounts, Audit, Tax and Statutory Compliance

The JV shall maintain complete Project accounts, tax records, payroll, invoices and supporting documents. The Members shall obtain and maintain, as applicable, the JV's NTN, tax registrations, PEC licensing/permission, bank-account documentation and any registration, licence, permit or filing required by law, the Bidding Documents or the Contract. Each Member shall separately maintain its corporate/firm registration, PEC licence, income-tax, sales-tax/KPRA, labour and other statutory compliance. Tax treatment and invoicing shall follow applicable law and the Contract; this Agreement does not create or determine a tax status contrary to law.

15. Quality, Safety, Environment and Social Obligations

The Members shall jointly implement the Contract's quality assurance, health and safety, environmental and social requirements. Each Member shall be directly responsible for compliance within its work area and shall immediately report accidents, defects, nonconformities, environmental incidents and community issues to the Lead Member. Corrective action shall be taken without delay.

16. Representations and Warranties

Each Member represents that it is duly established, eligible and authorized; holds and shall maintain required registrations/licences; is not subject to a disqualifying conflict, debarment or blacklisting except as fully disclosed; has provided accurate qualification information; has authority to contribute the offered experience and resources; and shall immediately disclose any change affecting eligibility or performance.

17. Exclusivity and Conflict of Interest

For this Bid and Project, neither Member nor its affiliate shall participate in another bid as an individual bidder, member of another JV or subcontractor where prohibited by the Bidding Documents. Each Member shall avoid conflicts of interest and shall promptly disclose any actual or potential conflict to the other Member and, where required, the Employer.

18. Subcontracting

No Member shall subcontract the whole of its assigned scope or any activity prohibited from subcontracting. Permitted subcontracting shall require the approvals specified in the Contract and shall not release either Member from joint and several liability. Any proposed specialist subcontractor shall meet the applicable eligibility, qualification and integrity requirements.

19. Confidentiality and Use of Information

The Members shall keep confidential the Bid price, technical solutions, commercial information and Project records, except where disclosure is required for the Bid/Contract, by law, by a competent authority, or with written consent. Each Member shall use the other Member's information solely for the Project and shall protect personal and proprietary data.

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20. Records, Inspection and Verification

Each Member shall maintain original, authentic and verifiable corporate, financial, experience, personnel and equipment records submitted with the Bid. The Members authorize the Employer to verify such information with issuing authorities, clients, banks, PEC, SECP, FBR and other competent bodies, subject to applicable law. False, altered or misleading information shall constitute a material breach between the Members.

21. Change in Constitution, Share or Scope

No Member may assign, transfer, pledge or otherwise dispose of its interest; introduce, substitute or remove a Member; withdraw; or materially alter the JV name, composition, Lead Member, participation shares, work allocation or responsibilities without the prior written consent of the other Member and PESCO's prior written approval where required by the Bidding Documents or Contract. Any unauthorized change shall have no effect against PESCO and shall constitute a material breach between the Members.

22. Withdrawal and Continuity

Neither Member may withdraw during Bid validity or Contract performance. If a Member becomes legally incapable, insolvent, debarred, loses a required licence, abandons work or commits material default, the non-defaulting Member shall immediately notify the Employer and propose a lawful continuity plan. No replacement or reallocation shall take effect without required Employer approval. The defaulting Member shall remain liable for consequences arising from its default or withdrawal.

23. Member Default and Step-In

If a Member fails to perform, the other Member shall issue written notice specifying the default and a reasonable cure period consistent with the Contract urgency. If not cured, the non-defaulting Member may, subject to the Employer's rights and approvals, take reasonable step-in measures to protect the Project. Verified additional costs and losses caused by the default shall be recoverable from the defaulting Member. Step-in shall not alter joint and several liability to the Employer.

24. Indemnity Between Members

Each Member shall indemnify the other against direct losses, costs, claims, penalties and security calls arising from its fraud, wilful misconduct, material breach, violation of law, or failure to perform its allocated obligations, to the extent established under this Agreement. This inter se indemnity shall not limit or delay the Employer's remedies against either Member.

25. Communications and Notices

All communications to the Employer shall be issued through the Lead Member unless the Employer directs otherwise. Notices between Members shall be in writing and delivered by hand, courier or official email to the addresses in Schedule-C. A Member shall promptly notify changes in its address or authorized representative.

26. Dispute Resolution Between Members

The Members shall first attempt amicable settlement through their principal representatives within fourteen (14) days of written notice of dispute. Failing settlement, the dispute shall be referred to

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the chief executives/authorized principals for a further fourteen (14) days. If unresolved, it shall be finally resolved in accordance with the Arbitration Act, 1940, by a sole arbitrator mutually appointed; failing agreement, appointment shall be sought from a court of competent jurisdiction. The seat/place of arbitration shall be Peshawar, Pakistan, and proceedings shall be in English. Pending resolution, the Members shall continue performance and shall not prejudice the Contract or Employer.

28. Force Majeure

A Member affected by an event beyond its reasonable control shall promptly notify the other Member, provide particulars and take reasonable mitigation measures. Relief shall be no greater than that available under the Contract and applicable law. Financial inability, lack of funds or ordinary resource shortages shall not constitute force majeure.

29. Termination

This Agreement may terminate only: (a) if the Bid is unsuccessful and all Bid-related liabilities are settled; (b) after full discharge of all Contract and inter se obligations; or (c) by written agreement of both Members with the Employer's prior written consent where required. Termination shall not affect accrued rights, liabilities, confidentiality, indemnities, records, audit, dispute-resolution obligations or joint and several liability to the Employer.

30. Amendment

No amendment, waiver or supplement shall be valid unless in writing and signed by authorized representatives of both Members. Any amendment affecting the Employer's rights, JV composition, shares, scope, Lead Member or Contract performance shall also require the Employer's prior written approval where required.

31. Entire Agreement and Severability

This Agreement, its completed Schedules, governing-body resolutions, Powers of Attorney and mandatory attachments constitute the entire agreement between the Members concerning the JV and supersede prior understandings on the same subject. No side letter or private arrangement shall affect PESCO or contradict the Bid, Bidding Documents or Contract. If a provision is held invalid, the remaining provisions shall continue, and the Members shall replace the invalid provision with a lawful provision closest to the original intent and consistent with the Bidding Documents.

32. No Waiver

Failure or delay by a Member to exercise a right shall not constitute waiver. A waiver is effective only if written and limited to the specific matter stated. No inter se waiver shall bind or prejudice the Employer.

33. Counterparts and Verification

This Agreement may be executed in counterparts; each deemed an original and together constituting one instrument. Each counterpart shall be signed by a duly authorized representative and bear the Member's official seal. Signatures shall be witnessed and notarized or attested where required by the Bidding Documents or applicable law. The original executed Agreement shall be retained by the Lead Member, each Member shall hold a certified copy, and the original or duly certified copy shall be submitted to PESCO as required. The Members authorize PESCO

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to verify the Agreement, stamp paper/e-stamp, signatures, witnesses, governing-body approvals, Powers of Attorney, licences and registrations with the relevant issuing authorities.

EXECUTION

IN WITNESS WHEREOF, the Members—not PESCO—acting through their duly authorized representatives, have executed this Agreement on the date and place first written above. Each signatory certifies that the Member is validly constituted, its governing-body authorization and Power of Attorney are attached, and the execution of this Agreement creates binding obligations upon that Member.

FOR AND ON BEHALF OF THE LEAD MEMBER

Name of Firm: _____
Authorized Signatory: _____
Designation: _____
CNIC No: _____
Signature: _____
Official Seal: _____
Date: _____

FOR AND ON BEHALF OF THE SECOND MEMBER

Name of Firm: _____
Authorized Signatory: _____
Designation: _____
CNIC No.: _____
Signature: _____
Official Seal: _____
Date: _____

WITNESSES

Witness No. 1	**Witness No. 2**
Name: _____	Name: _____
Father's Name: _____	Father's Name: _____
CNIC No.: _____	CNIC No.: _____
Address: _____	Address: _____

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Signature: _____ Signature: _____

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

SCHEDULE A — PARTICIPATION AND WORK ALLOCATION

Complete this Schedule so that each Member is evaluated with respect to its proposed contribution. The allocation does not limit joint and several liability.

Member	Participation	Assigned work / key activities	Committed resources
Lead Member	____%	_____ _____ _____ _____	Personnel: _____ Equipment: _____ Finance: _____
Second Member	____%	_____ _____ _____ _____	Personnel: _____ Equipment: _____ Finance: _____
TOTAL	100%	Complete Project scope under the Contract	Joint resources

Indicative activity allocation

- Project management and coordination with PESCO: Lead / Second / Joint (circle and detail above)
- Survey, route verification and setting-out: Lead / Second / Joint (circle and detail above)
- Civil works/foundations and protection works: Lead / Second / Joint (circle and detail above)
- Tower/pole steelwork, erection and butt joints where applicable: Lead / Second / Joint (circle and detail above)
- Dismantling/rehabilitation of damaged or existing line components: Lead / Second / Joint (circle and detail above)
- Stringing of conductor and earth wire/OPGW, sagging and clipping: Lead / Second / Joint (circle and detail above)
- Testing, commissioning/energization assistance and as-built records: Lead / Second / Joint (circle and detail above)
- Quality assurance, HSE and environmental/social compliance: Lead / Second / Joint (circle and detail above)
- ROW/site coordination, security and restoration: Lead / Second / Joint (circle and detail above)
- Financial management, invoicing, tax and contract administration: Lead / Second / Joint (circle and detail above)

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SCHEDULE B — FINANCIAL ARRANGEMENTS

Item	Agreed arrangement
Bid-preparation costs	Lead ____% / Second ____%
Bid Security cost/collateral	Lead ____% / Second ____%
Performance Security cost/collateral	Lead ____% / Second ____%
Working capital contribution	Lead Rs. _____ / Second Rs. _____
Profit and loss sharing	Lead ____% / Second ____%
Insurance premiums	Lead ____% / Second ____%
Authorized bank signatories	_____
Internal approval threshold	Rs. _____

SCHEDULE C — AUTHORIZED REPRESENTATIVES AND NOTICES

Lead Member

Firm name: _____
Authorized representative: _____
Designation: _____
Registered address: _____
Project office address: _____
Official email: _____
Telephone: _____
PEC Licence No.: _____
SECP/Registrar No.: _____
NTN: _____

Second Member

Firm name: _____
Authorized representative: _____
Designation: _____
Registered address: _____
Project office address: _____
Official email: _____
Telephone: _____
PEC Licence No.: _____

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SECP/Registrar No.: _____

NTN: _____

SCHEDULE D — MANDATORY ATTACHMENTS

- ☐ Completed Schedules A, B and C, signed/initialed by both Members
- ☐ Board resolution/partners' authorization of the Lead Member
- ☐ Board resolution/partners' authorization of the Second Member
- ☐ Power of Attorney authorizing the JV Lead Member
- ☐ Power of Attorney for each signatory executing this Agreement
- ☐ CNIC/passport copies of authorized signatories and witnesses
- ☐ Valid PEC licences and relevant specialization/category evidence
- ☐ SECP/Registrar of Firms incorporation or registration documents
- ☐ FBR NTN/KPRA and relevant tax registrations
- ☐ Verified non-judicial stamp paper/e-stamp particulars

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	A	B	C	D	E	F	G
1	**Item No.**	**Description**	**Unit**	**Quantity**	**Rate**	**Amount in Words**	**Amount**
2	**Schedule Items (WCSR-2022)**						
3	A-01	Excavation In Shingle Or Graval Formation & Rock Not Required Blasting Undressed Upto 30m. Page 2-1/4 a	Cum	1,131.668			
4	A-02	Cement Concrete Plain Using Corse Sand Crush i/c Plasing Compacting Curing Finshing Ratio 1:4:8 Complet In All Respect. Page No. 5-1/2 (d)	Cum	10.702			
5	A-03	S/F of Intermedite Bar Mould Steel Deformed Bar Re-inforcement Concret of 4000psi or 276 Mps Yeild For Cement Concret i/c Cutting, Bending Laying in Position, Making Jointing, Fastening i/c Cost of Bending Wire also Removal of Rust From Bars. Page -5-3/6 a	Kg	6,106.943			
6	A-04	RCC Work Using Coarse Sand i/c All Labour & Materail Except The Cost of Steel And its Labour For Bending, Binding Which Will Be Paid Separately i/c Shuttering, Curing Rendering And Finshing i/c Screening And Washing of Stone Aggregate Ratio 1:2:4. Page 5-1/3 a (i)	Cum	76.936			
7	A-05	Earth Filling Under Floor Wth Surplus Earth Excaveted From Foundation. Page No, 2-5/25	Cum	373.451			
8	A-06	Supply & Spreading Crushed Stone or Water Born Gravel 20mm Size As Per Specifications. Page 7-5/28	Cum	20.747			
9	A-07	P/F Of 90 Lbs/Rft Rail I/C Anchor Bolts Of M.S Flat 40x6mm Long 610mm Soacing Compelet In All Respect Drawing No. 02- Gs-18(Page 23-12/75)A	Rm	10.200			
10	A-08	Re-handling of gravel work or excavated rock lead upto 30m.(Page 2-2/11)	Cum	51.000			
11	A-09	Cable Tray Complete 3-Way (Page 20-7/66 & 20-8/74)	No	30.000			
12	A-10	Dismantling Cement concrete plain (1:2:4) Page No. 3-2/14 c	Cum	1.725			
13	A-11	Boring for Earth Pits in all bearing soils from ground level to 12m depth including sinking & with-drawing of casing pipe with internal diameter. Page No.13-1/1 (e)	Mtr	24.000			
14	A-12	Carriage of 3.00 Cum/5 Metric Tons of all Material like earth, silt, sand, stone aggregate spawl, Coal, Lime, Surkhi, steel girders, M.S sheets, M.S bars etc. or 4.25 cum of timber or 3.75 metric tons of fuel wood by truck or any other means. Lead upto 03 KM (Page 1-1/1)	Cum	565.834			
15	A-13	P/F Rcc Pre-Stressed Trench Cover As Per Approved Of M/S Azhar & Co Other Equivalent As Per Drawing And Specification. (N.S)	Sqm	57			
16	**Non-Schedule (NS) Items**						
17	A-14	Salt (N.S……..)	Kg	90	70		
18	A-15	Coal (N.S……..)	Kg	90	250		
19						**TOTAL BID COST (PKR)**	

ANNEX: STANDARD BIDDING FORMS

The Bidder shall submit the following documents, duly completed, signed, stamped and supported by the required attachments. Documents not applicable to a Single Entity shall be marked “N/A.”

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Letter of Bid – Technical Proposal

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

Place this Letter of Bid in the first envelope "TECHNICAL PROPOSAL".

The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text in black font is to help Bidders in preparing this form and Bidders shall delete it from the final document.

Date of this Bid submission: [*insert date (as day, month and year) of Bid submission*]
RFB No.: [*insert number of Bidding process*]
Alternative No.: [*insert identification No if this is a Bid for an alternative*]

To: **[*insert complete name of Procuring agency/Employer*]**

We, the undersigned Bidder, hereby submit the first part of our Bid, the Technical Proposal

In submitting our Bid we make the following declarations:

(a) **No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders **(ITB 9);**
(b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3;
(c) **Bid/Proposal-Securing Declaration**: We have not been suspended nor declared ineligible by the Procuring agency/Employer based on execution of a Bid Securing Declaration or Bid Securing Declaration in the Procuring agency/Employer's country in accordance with **ITB 3;**
(d) **Conformity:** We offer to execute works in conformity with the bidding document and in accordance with the works requirements: [*insert a brief description of the WORKS*];
(e) **Bid Validity Period**: Our Bid shall be valid for the period specified in **BDS 18.1** (as amended, if applicable) from the date fixed for the Bid submission deadline specified in **BDS 24.1** (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;
(f) **Performance Security**: If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
(g) One Bid per Bidder: We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements, other than Alternative Bids submitted in accordance with **ITB 20;**
(h) **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension

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or a debarment imposed by the Procuring agency/Employer. Further, we are not ineligible under Pakistan laws;

(i) **State-owned enterprise or institution**: [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution*];

(j) **Binding Contract**: We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(k) **Not Bound to Accept**: We understand that you are not bound to accept the Most Advantageous Bid or any other Bid that you may receive; and

(l) **Fraud and Corruption**: We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

Name of the Bidder: *[*insert complete name of Bidder*]

Country of Origin of the Bidder: *[insert country of origin, in case of JV country of origin of lead member]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder: ** [*insert complete name of person duly authorized to sign the Bid*]

Title of the person signing the Bid: [*insert complete title of the person signing the Bid*]

Signature of the person named above: [*insert signature of person whose name and capacity are shown above*]

Date signed [*insert date of signing*] **day of** [*insert month*], [*insert year*]

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.
**: Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

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Letter of Bid - Financial Proposal

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

Place this Letter of Bid - Financial Proposal in the second envelope marked "FINANCIAL PROPOSAL".

The Bidder must prepare the Letter of Bid - Financial Proposal on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text is to help Bidders in preparing this form.

Date of this Bid submission: [*insert date (as day, month and year) of Bid submission*]
Request for Bid No.: [*insert number of bidding process*]
Name of Project.: [*insert identification*]
Alternative No.: [*insert identification No if this is a Bid for an alternative*]

To: [*insert complete name of Procuring agency/Employer*]

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Proposal

In submitting our Financial Proposal we make the following additional declarations:

(a) **Bid Validity Period**: Our Bid shall be valid for the period specified in **BDS 18.1** (as amended, if applicable) from the date fixed for the bid submission deadline specified in **BDS 24.1** (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) **Total Price:** The total price of our Bid is:

In case of only one lot, the total price of the Bid is [*insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies*];

In case of multiple lots, the total price of each lot is [*insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies*];

In case of multiple lots, total price of all lots (sum of all lots) [*insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies*];

(c) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: [*insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*].

Name of Recipient	Address	Reason	Amount

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(If none has been paid or is to be paid, indicate "none.")

(d) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder:*[*insert complete name of the Bidder*]

Name of the person duly authorized to sign the Bid on behalf of the Bidder: ** [*insert complete name of person duly authorized to sign the Bid*]

Title of the person signing the Bid: [*insert complete title of the person signing the Bid*]

Signature of the person named above: [*insert signature of person whose name and capacity are shown above*]

Date signed [*insert date of signing*] **day of** [*insert month*], [*insert year*]

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

**: Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

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FORM ELI 1
Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid submission*]
RFB No.: *[insert number of Bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of_ _____ pages

1. Bidder's Name *[insert Bidder's legal name]*
2. In case of JV, legal name of each member : *[insert legal name of each member in JV]*
3. Bidder's actual or intended country of registration: *[insert actual or intended country of registration]*
4. Bidder's year of registration: *[insert Bidder's year of registration]*
5. Bidder's Address in country of registration: *[insert Bidder's legal address in country of registration]*
6. Bidder's Authorized Representative Information Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. ☐ In case of JV, JV agreement, in accordance with ITB 3.3. ☐ Establishing that the Bidder is not under the supervision of the Procuring agency/Employer[in case of subsidiaries] 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

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ELI2
Bidder's JV Members Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].
Date: *[insert date (as day, month and year) of Bid submission*]
RFB No.: *[insert number of RFB process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of_ _____ pages

1. Bidder's Name: *[insert Bidder's legal name]*
2. Bidder's JV Member's name: *[insert JV's Member legal name]*
3. Bidder's JV Member's country of registration: *[insert JV's Member country of registration]*
4. Bidder's JV Member's year of registration: *[insert JV's Member year of registration]*
5. Bidder's JV Member's legal address in country of registration: *[insert JV's Member legal address in country of registration]*
6. Bidder's JV Member's authorized representative information Name: *[insert name of JV's Member authorized representative]* Address: *[insert address of JV's Member authorized representative]* Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Member authorized representative]* Email Address: *[insert email address of JV's Member authorized representative]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above. 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

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Personnel

Form PER -1

Contractor's Representative and Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Contractor' Representative and Key Personnel

1.	**Title of position:**	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
2.	**Title of position:**	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
3.	**Title of position:**	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]

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	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
4.	**Title of position:**	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
5.	**Title of position:**	
	Name of candidate	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
6.	**Title of position:** *[insert title]*	
	Name of candidate	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]

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Form PER-2:
Resume and Declaration
Contractor's Representative and Key Personnel

Name of Bidder

Position [*#1*]: [*title of position from Form PER-1*]		
Personnel information	**Name:**	**Date of birth:**
	Address:	**E-mail:**
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency:*[language and levels of speaking, reading and writing skills]*	
details		
	Address of Procuring agency/Employer:	
	Telephone:	**Contact (manager / personnel officer):**
	Fax:	
	Job title:	**Years with present Procuring agency/Employer:**

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	**Role**	**Duration of involvement**	**Relevant experience**
[main project details]	*[role and responsibilities on the project]*	*[time in role]*	*[describe the experience relevant to this position]*

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Declaration

I, the undersigned *[insert either "Contractor's Representative" or "Key Personnel" as applicable]* , certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

Commitment	**Details**
Commitment to duration of contract:	*[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]*
Time commitment:	*[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]*

I understand that any misrepresentation or omission in this Form may:

(a) be taken into consideration during Bid evaluation;

(b) result in my disqualification from participating in the Bid;

(c) result in my dismissal from the contract.

Name of Contractor's Representative or **Key Personnel: [*insert name*]**

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (Day Month Year): _____

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Form CON – 2

Historical Contract Non-Performance, Pending Litigation and Litigation History

Bidder's Name: _____
Date: _____
JV Member Name_____
ICB/NCB No. and title: _____
Page _____of _____pages

Non-Performed Contracts in accordance with Qualification Criteria			
☐ Contract non-performance did not occur January *[insert year]* ☐ Contract(s) not performed since [*insert year]*			
Year	**Non-performed portion of contract**	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate and PKR equivalent)**
		Contract Identification: Name of Procuring agency/Employer(PA): Address of PA: Reason(s) for nonperformance:	
Pending Litigation, in accordance with Qualification Criteria			
☐ No pending litigation ☐ Pending litigation			

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Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount
		Contract Identification: _____ Name of PA: _____ Address of PA: _____ Matter in dispute: _____ Party who initiated the dispute: ____ Status of dispute: _____	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria of the Prequalification document			
☐ No Litigation History ☐ Litigation History			
Year of award	**Outcome as percentage of Net Worth**	**Contract Identification**	**Total Contract Amount (currency), PKR Equivalent (exchange rate)**
[insert year]	*[insert percentage]*	Contract Identification: *[indicate complete contract name, number, and any other identification]* Name of PA: *[insert full name]* Address of PA: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Procuring agency/Employer" or "Contractor"]* Reason(s) for Litigation and award decision *[indicate main reason(s)]*	*[insert amount]*

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Financial Situation

Form FIN – 3.1:

Financial Situation and Performance

Bidder's Name: _____
Date: _____
JV Member's Name_____
ICB No. and title: _____
Page _____of _____pages

1. Financial data

Type of Financial information in (currency)	**Historic information for previous** _____*years,* _____ **(amount in currency, currency, exchange rate*, PKR equivalent)**				
	Year 1	Year 2	Year 3	Year4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

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*Refer to ITB 16 for the exchange rate

2. Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (PKR)
1		
2		
3		

2. Financial documents

The Bidder and its parties shall provide copies of financial statements for _____years pursuant to Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

(a) reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements for the _____years required above; and complying with the requirements

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Form FIN – 3.2:

Average Annual Construction Turnover

Bidder's Name: _____
Date: _____
JV Member's Name_____
ICB/NCB No. and title: _____
Page _____of _____pages

Annual turnover data (construction only)			
Year	**Amount** **Currency**	**Exchange rate**	**PKR equivalent**
[indicate year]	*[insert amount and indicate currency]*		
Average Annual Construction Turnover *			

* See Section III, Evaluation and Qualification Criteria.

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Form FIN – 3.3:

Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section (Evaluation and Qualification Criteria)

Financial Resources		
No.	**Source of financing**	**Amount**
1		
2		
3		

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Form FIN – 3.4:

Current Contract Commitments / Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No.	**Name of Contract**	**Procuring agency/Employer's Contact Address, Tel, Fax**	**Value of Outstanding Work [PKR Equivalent]**	**Estimated Completion Date**	**Average Monthly Invoicing Over Last Six Months [PKR/month)]**
1					
2					
3					
4					
5					

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Form FIN - 5:

Self-Assessment Tool for Bidder's Compliance to Financial Resources (Criterion 2.1 of Section 3)

This form requires the same information submitted in Forms FIN – 3.3 and FIN -3.4. All conditions of "Available Financial Resources Net of CCC ≥ Requirement for the Subject Contract" must be satisfied to qualify.

Form FIN - 5A: For Single Entities

For Single Entities: (A)	Total Available Financial Resources from FIN – 3.3 (B)	Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN – 3.4 (C)	Available Financial Resources Net of CCC D = (B - C)	Requirement for the Subject Contract (E)	Results: Yes or No [*D must be greater than or equal to E*] (F)
_____ (Name of Bidder)				. . . . _	

Form FIN - 5B: For Joint Ventures

For Joint Ventures: (A)	Total Available Financial Resources from FIN – 3.3 (B)	Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN – 3.4 (C)	Available Financial Resources Net of CCC D = (B - C)	Requirement for the Subject Contract (E)	Results: Yes or No [*D must be greater than or equal to E*] (F)
One Partner:					
_____ __ (Name of Partner)				. . . .	
Each Partner:					
_____				. . . . .	

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_ (Name of Partner 1)				.	
_____ _ (Name of Partner 2)				. . . .	
_____ _ (Name of Partner 3)				. . . .	
All partners combined	∑ D = Sum of available financial resources net of current contract commitments for all partners		∑ D = _____	. . . .	

- Note -

Form FIN – 5 is made available for use by the bidder as a self-assessment tool, and by the employer as an evaluation work sheet, to determine compliance with the financial resources requirement as stated in 2.3.3. Failure to submit Form FIN - 5 by the Bidder shall not lead to bid rejection.

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EXPERIENCE

Form EXP - 4.1

General Construction Experience

Bidder's Name: _____
Date: _____
JV Member's Name_____
ICB/NCB No. and title: _____
Page _____of _____pages

Starting Year	Ending Year	Contract Identification	Role of Bidder
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of PA: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of PA: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of PA: _____ Address: _____	

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Form EXP - 4.2(a)

Specific Construction and Contract Management Experience

Bidder's Name: _____
Date: _____
JV Member's Name_____
ICB/NCB No. and title: _____
Page _____of _____pages

Similar Contract No.	**Information**			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount			PKR equivalent	
If member in a JV or sub-contractor, specify participation in total Contract amount				
PA's Name:				
Address: Telephone/fax number E-mail:				

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Form EXP - 4.2(a) (cont.)
Specific Construction and Contract Management Experience (cont.)

Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

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Form EXP - 4.2(b)

Construction Experience in Key Activities

Bidder's Name: _____
Date: _____
Bidder's JV Member Name: _____
Sub-contractor's Name[1] (as per ITB 34.2 and 34.3): _____
ICB/NCB No. and title: _____

Page _____ of _____ pages

All Sub-contractors for key activities must complete the information in this form as per ITB 38 and Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: _____

	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount			PKR equivalent	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				

[1] If applicable

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	Information		
Year 4			
PA's Name:			
Address: Telephone/fax number E-mail:			

2. Activity No. Two

3. ……

	Information
Description of the key activities in accordance with Section III:	

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Form EXP - 4.2 (c)

Specific Experience in Managing ES aspects

[The following table shall be filled in for contracts performed by the Bidder, and each member of a Joint Venture]

Bidder's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
ICB/NCB No. and title: *[insert ICB/NCB number and title]*
Page *[insert page number]* of *[insert total number]* pages

1. Key Requirement no 1 in accordance with 4.2 (c): _____

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Subcontractor ☐
Total Contract Amount			PKR	
Details of relevant experience				

2. Key Requirement no 2 in accordance with 4.2 (c): _____

3. Key Requirement no 3 in accordance with 4.2 (c): _____

4. …

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Appendix-A

Form of Bid Security

(Bank Guarantee)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Purchaser to insert its name and address]*

No.: *[Purchaser to insert reference number for the Request for Bids]*

Alternative No.*: [Insert identification No if this is a Bid for an alternative]*

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of _____ under Request for Bids No. _____ _ ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

(a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or

(b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to

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the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

_____

[Signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

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Appendix-B
Form of Bid-Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[date (as day, month and year)]*
No.: *[number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[complete name of Procuring agency/Employer]*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

(a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or

(b) having been notified of the acceptance of our Bid by the Procuring agency/Employer during the period of Bid validity, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security (or guarantee), if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder*_____

Name of the person duly authorized to sign the Bid on behalf of the Bidder**_____

Title of the person signing the Bid_____

Signature of the person named above_____

Date signed _____ day of _____, _____

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder
**: Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]

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Appendix-C

Formula for Price Adjustment

*[**Note to Procuring agency/Employer:** It is recommended that in the case of very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved. **When finalizing the contract document, ensure that the finalized Schedule of Cost Indexation is attached to** **the Contract Agreement.***]

a) Price Adjustment/ escalation shall not be applicable on Civil, Mechanical and Electrical projects /contracts having contract life less than 365 days from the date of the signing of the contract.

b) Procuring Agency/Employer is advised not to change any provisions hereof unless otherwise stated by the Authority.

c) No method, other than given in this formula will be applicable to compute the price adjustment.

d) This document will be applicable only for Price Adjustment in local currency (Pak. Rs.). Price Adjustment in foreign currency is not allowed.

e) Price Adjustment formula and corresponding references to be inferred for price adjustment shall be agreed and firmed up before signing of the contract. Procuring agency and contractor shall firm up the weightages and co-efficient for respective items before signing of the contract and there shall be no change permissible in the weightages after signing of the contract.

f) For imported plant/ equipment and materials quoted in local currency (Pak. Rs.), foreign currency, exchange rates shall be fixed at the respective interbank currency exchange rates, 28 days prior to the tender opening date. The change in foreign currency exchange rate will be applicable to the foreign currency component stated in the Letter of Credit established by the Contractor or his Vendor.

g) This procedure is to assist the Procuring agency/Employer and bidder for the preparation of provisions for price adjustment in their bidding / contract documents. All the coefficients of the price adjustment formula shall be specified in the bidding document at the time of advertisement.

[The formulae for price adjustment shall be of the following general type:]

$$\mathbf{P}n = \mathbf{A} + \mathbf{b}\frac{\mathbf{L}n}{\mathbf{L}o} + \mathbf{c}\frac{\mathbf{M}n}{\mathbf{M}o} + \mathbf{d}\frac{\mathbf{E}n}{\mathbf{E}o} + \text{.....}$$

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where,

"**P**n" is the Price Adjustment factor for the work carried out in the period "n".

"**A**" is a constant or the Non-Adjustable Portion of the Price Adjustment Factor to be specified in Appendix-C to Bid, representing the Non-Adjustable Portion of the Contract Price.

"**b**, **c**, **d .....**" are Coefficients or weightages of the order of 0.xx (i.e., fractions rounded off to two decimals) for each specified element of adjustment in the Contract. The sum of **A**, **b**, **c**, **d**, etc., shall be one.

"Ln", "En", "Mn", ... are the current cost indices or reference prices for period "n", expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date 28 days prior to the last day of the period (to which the particular Payment Certificate relates); and

"Lo", "Eo", "Mo", ... are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.

1. Construction schedule should be provided by the contractor as required in the Contract. Price Adjustment shall be applicable as payable in full for the original scheduled completion period.

2. In the event the completion of contract exceeds the original scheduled period:

2.1 In case of default on the part of the contractor causing delay in original scheduled completion, the rate of Price Adjustment will be frozen at the original scheduled date of completion; however Price Adjustment will be applicable till actual completion. While computing Price Adjustment beyond the scheduled completion period, in the event the rate is reduced, then that reduced rate will be applied.

3. The Price Adjustment will be payable in full for the extended period if the contractor has been granted an extension of time for no fault on the part of the contractor, duly approved by the Employer.

4. Unless specifically stated otherwise in the contract, the basis for compensation will be only those elements, which are specifically listed as specified items in the tender documents. This list will specify the elements for Civil, Electrical, Mechanical, Sanitary, HVAC, etc., separately.

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5. Formula for Price Adjustment provided herein will be applicable for all the contracts such as Civil, Electrical, Mechanical, etc.

6. There shall be no Price Adjustment for the elements which the Employer has either supplied free of cost or at fixed prices as well as for those elements for which an umbrella *ex gratia* or escalation cover is provided by the Government through an Executive Order or Statutory Regulatory Order (SRO).

Weightages of Specified Items

Each of the cost elements, having cost impact of five (05) percent or higher can be selected for adjustment.

In determining the weightages, the following procedure shall be adopted:

a) Base Date Price alone of an element based on market rate shall be considered excluding cost of construction/ installation, overheads and profit.

b) Engineer's Estimate shall be prepared for complete project.

c) Appropriate Rate Analysis of the Engineer's Estimate shall be made to determine costs of the basic elements.

d) For such cost elements having various types of a particular element, individual cost of such family of the element used in the project to be determined and added to work out the element cost. (Grade-40 and Grade-60 steel shall be treated under same category).

e) Each cost element determined as above, shall be divided by the total amount of Engineer's Estimate to determine various weightages.

Weightage of Fixed Portion

Weightage of fixed portion (Non-adjustable portion of the estimated cost of the contract), shall be determined as under:

a) First the weightages of all the cost elements having value of five (5) percent or more to be added up to see whether the total is 75 percent or less. In that case the total is to be subtracted from one (01) to determine the weightage of the fixed portion,

b) In case total weightage of the cost elements including HSD and labour exceeds 75 percent, the element(s) having lowest weightage(s) other than HSD and labour, shall be excluded in considering the adjustable costs elements.

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c) Fixed portion shall be 25 percent and in case the fixed portion exceeds 25 percent it shall be supported by calculations attached with the bidding documents.

d) Sum of fixed portion and weightages b, c, d, ….etc., of the adjustable portion shall always be one (01).

Base Date Price

The base date price (or base date index) of any element shall be the price of the element for the month on the day falling 28 days prior to the last day for submission of bids.

Current Date Price

The current date price (or current date index) of any element shall be the price of the element for the month falling on the day 28 days prior to the last day of the period to which the particular Payment Certificate relates.

Sources of Prices

The prices of elements subject to Price Adjustment shall be to the extent possible as given in the Statistical Bulletins published by Federal Bureau of Statistics (FBS), Statistical Division Government of Pakistan. Statutory notifications and official price from public sector organizations, where available, may be used at the option of the Employer. The source for prices of High Speed Diesel (HSD) shall be either Statistical Bulletins or Pakistan State Oil (PSO) or Oil and Gas Regulatory Authority (OGRA). However, for a particular adjustable element, the same source should be used throughout the currency of contract as also stipulated in the tender documents before issuing the tender documents.
The Base Date Prices and Current Date Prices of the specified elements shall be obtained from the sources specified in the contract.

Method for payment of bills

The billed amount of the Works for each calendar month will be obtained from the checked bills submitted by the Contractor. In case the billed amount is for more than one month, the amount of the bill shall be segregated for actual work done in each month.

Coefficient or Weightages

a) The coefficient for each specified element shall be calculated and given in the bidding/tender documents. The coefficient for each specified adjustable element shall be determined by the user proportionate to its ratio in the total amount of the Engineer's Estimate, in accordance with the prescribed procedure. The sum of

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these coefficients shall form the adjustable portion of the Contract, which shall not exceed 0.75.

b) Coefficients for each adjustable item shall be agreed by both parties and shall be fixed and locked at the time of the signing of the contract and shall remain constant during the currency of the contract.

Price Adjustment for Lump Sum Contract

a) Formula of Price Adjustment shall be used in determining Price Adjustment for contracts having detailed breakdown of cost. However, when a contract is assigned on lump sum basis without detailed breakdown of quantities and cost, Price Adjustment for the Specified Elements in the contract will be computed as follows:

$$\text{Increase/ Decrease in Cost (Price Adjustment Factor)} = \frac{\text{Current Date Price} - \text{Base Date Price}}{\text{Base Date Price}}$$

b) If the resulting Price Adjustment Factor is positive (+ve), the price should be added tothe contractor's payable amount. If the result is negative (-ve), the price should be subtracted from the payable amount.

c) The executed quantities of the elements subject to Price Adjustment can be obtained from the actual measurement or from certified invoice of the contractor or any other mode agreed between the parties which shall be stipulated in the contract.

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SECTION-VII
GENERAL CONDITIONS OF CONTRACT (GCC)

Applicable FIDIC General Conditions

The General Conditions shall be the Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer, Second Edition 2017, reprinted 2022 with amendments (Red Book), published by the International Federation of Consulting Engineers (FIDIC).

Incorporation by reference. The above General Conditions are incorporated into and shall form part of the Contract by reference. They shall apply in their entirety except to the extent expressly amended, supplemented, replaced or deleted by the Particular Conditions of Contract.

Authorized copy. Prospective bidders shall obtain, or otherwise have lawful access to, an authorized copy of the above FIDIC publication directly from FIDIC or an authorized distributor and shall be deemed to have examined and understood the General Conditions before submitting their Bids. The Employer shall not reproduce or distribute the copyrighted General Conditions except as permitted under an applicable FIDIC licence. The cost of obtaining the publication shall be borne by the bidder.

Site copy. The successful bidder shall maintain an authorized copy of the applicable FIDIC General Conditions at the Site and make it available to its authorized personnel throughout the execution of the Contract.

SECTION-VIII
PARTICULAR CONDITIONS OF CONTRACT (PCC)

Application and Priority

These Particular Conditions of Contract contain project-specific data, amendments, additions and supplementary provisions applicable to the FIDIC General Conditions identified in Section VII.

The General Conditions and the Particular Conditions shall be read together and shall collectively constitute the Conditions of Contract. Where any provision of these Particular Conditions expressly amends, supplements, replaces or deletes a provision of the General Conditions, these Particular Conditions shall prevail to the extent of that inconsistency.

Such precedence shall remain subject to the Public Procurement Regulatory Authority Ordinance, 2002, the Public Procurement Rules, 2004, applicable regulations and guidelines issued by the Public Procurement Regulatory Authority (PPRA), the laws of Pakistan, and the priority of documents stated in the Contract.

Part A – Contract Data

Contract data of the SCC, includes data to complement the GCC in a manner similar to the way in which the Bid Data Sheet complements the Instructions to Bidders.

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
General Provision (GCC 1)		
1.	1.3	**For Notices** **Name**: PESHAWAR ELECTRIC SUPPLY COMPANY **Authorized Representative**: Project Director (GSC) PESCO Address: GSC House No. 22, Dr.Durr-e-Kamil Road, Faqirabad No.2, Zaryab Colony Peshawar Khyber Pakhtunkhwa Telephone: +92 91 2246494 Facsimile number: +92 91 2248900. Email: pd.gsc@pesco.com.pk
2.	1.4	**Governing Law;** The Applicable Law shall be: The laws of the Islamic Republic of Pakistan.

3.	1.4	**Communication Language:** The ruling language of the Contract shall be English. The language for all notices, instructions, submissions, reports, correspondence and other communications under the Contract shall be English. Where any Contract document is available in more than one language, the English version shall prevail.
4.	1.5	**Documents forming the contract listed:** 1. The Contract Agreement; 2. The Letter of Acceptance; 3. The Letter of Tender; 4. The Particular Conditions Part A – Contract Data; 5. The Particular Conditions Part B – Special Provisions; 6. These General Conditions; 7. The Specification; 8. The Drawings; 9. The Schedules; 10. The JV Undertaking (if the Contractor is a JV); and 11. Any other documents forming part of the Contract.
The Employer/ Procuring agency/Employer (GCC Clause 2)		
5.	2.1	Time for access to the Site: Seven (7) days after Commencement Date
The Engineer (GCC Clause 3)		
6.	3.2	Engineer's Duties and Authority: Variations resulting in an increase of the Accepted Contract Amount in excess of one percent (1%) shall require the prior written approval of the Procuring Agency/Employer. The cumulative value of all Variation Orders shall not exceed fifteen percent (15%) of the original Contract Amount, subject to the applicable procurement rules, availability of funds and approval of the competent authority.
The Contractor (GCC Clause 4)		
7.	4.2	The Performance Security shall be in the form of an unconditional, irrevocable and on-demand Bank Guarantee, issued by a Scheduled Bank in Pakistan acceptable to the Procuring Agency/Employer, in the prescribed form included in the Bidding Documents, for an amount equal to ten percent (10%) of the Accepted Contract Amount.
8.	4.7.2(a)	**Clause 4.7 Setting out** The Contractor shall examine and verify the items of reference provided by the Employer/Engineer, including information shown on the Drawings or Specifications. Any error, discrepancy or omission identified by the Contractor shall be notified to the Engineer within twenty-eight (28) days from the Commencement Date.

		Where any item of reference is issued after the Commencement Date under Sub-Clause 2.5, the Contractor shall give Notice to the Engineer as soon as practicable after receiving such information. The Contractor shall not proceed with the affected work until the discrepancy has been clarified or corrected by the Engineer.
9.	4.22	**Contractor's Operations on site** Construction of Electrical Equipment foundations for transformer bay at 132 kV Regi Model Town Grid Station, PESCO, Peshawar.
Sub-Contracting (GCC Clause 5)		
10.	5.1(a)	Zero percent (0%) of the Accepted Contract Amount.
11.	5.1 (b)	Subcontracting of any part of the Works is not permitted. Any subcontracting shall constitute a breach of Contract and shall be dealt with under the applicable contractual provisions.
Staff and Labor (GCC Clause 6)		
12.	6.5	**Normal working hours**: Eight (08) working hours per day, from 8:00 a.m. to 5:00 p.m., with a one-hour break, six days per week, excluding notified public holidays. Work outside these hours, at night, or on public holidays shall require the Engineer's prior written approval, except in an emergency involving safety or protection of the Works.
Plant, Material and Workmanship (GCC Clause 7)		
13.	7.2	Attached as Annexure (C).
Commencement, Delays and Suspension (GCC Clause 8)		
14.	8.3	The Contractor shall submit the Program and each revised Program electronically in editable format and PDF, together with the original signed paper copy and two (02) additional paper copies.
15.	8.8	Delay damages for the Works shall be 0.01% of the Accepted Contract Amount for each day of delay beyond the Time for Completion, subject to any Extension of Time granted under the Contract. The maximum amount of delay damages shall be ten percent (10%) of the Accepted Contract Amount.
Measurement and Valuation (GCC Clause 12)		
16.	12.2	Actual quantities of completed and accepted work shall be jointly measured according to the BOQ units and descriptions. WCSR-2022 measurement provisions shall apply to scheduled items; BOQ descriptions, approved drawings and Technical Specifications shall govern non-scheduled items.
17.	12.3	For the purposes of valuation under Sub-Clause 12.3, the percentage profit shall be ten percent (10%). This percentage shall apply only where profit is required to be included in determining a new or adjusted rate and shall not be added separately where the applicable BOQ or derived rate already includes profit
Variations and Adjustments (GCC Clause 13)		

18.	13.4 (b)(ii)	Not Applicable (N/A), as no Provisional Sum is included in the Contract.
19.	13.7	The Contract Price shall be fixed during Contract Execution and shall not be subject to price adjustment due to changes in the cost of labor, materials, fuel, transportation, equipment or other inputs. However, the Contract Price may be adjusted for actual measured quantities and for Variations duly instructed by the Engineer and approved by the Procuring Agency/Employer or competent authority in accordance with the Contract and applicable procurement rules. Payment for such Variations shall be made only after the required approval has been obtained.
Contract Price and Payment (GCC Clause 14)		
20.	14.2	No advance payment shall be made to the Contractor. Accordingly, the total advance payment shall be zero percent (0%) of the Accepted Contract Amount, and the provisions relating to advance-payment instalments, advance-payment guarantee and repayment of advance payment shall not apply.
21.	14.2.3	Not Applicable (N/A)— No advance payment shall be made under the Contract
22.	14.3(iii)	**Percentage of Retention**: Ten percent (10%) of the amount certified in each Interim Payment Certificate. Fifty percent (50%) of the Retention Money shall be released following completion of the whole of the Works and issuance of the completion Certificate. The remaining fifty percent (50%) shall be released after expiry of the twelve-month Defects Notification Period and completion of all outstanding and remedial works to the satisfaction of the Engineer. **Limit of Retention Money**: Ten percent (10%) of the Accepted Contract Amount.
23.	14.5(b)(i)	Not Applicable (N/A)— No Plant or Materials shall qualify for payment when shipped.
24.	14.5(c)(i)	Not Applicable (N/A)— No Plant or Materials shall qualify for payment when shipped.
25.	14.6.2	Withholding (amounts in) an IPC: Not Applicable (N/A)—No minimum IPC amount is prescribed.
26.	14.7(a)	Not Applicable (N/A)—No Advance Payment shall be made under the Contract.

27.	14.7b(i)	Payment of the amount certified in an Interim Payment Certificate shall be made within thirty (30) days after receipt by the Employer of the duly certified IPC and complete supporting documents.
28.	14.7b(ii)	The Employer shall pay the amount certified in the Final Payment Certificate under Sub-Clause 14.13 within sixty (60) days after receiving the Final Payment Certificate and the complete required documentation
29.	14.7(c)	Period for the Procuring Agency/Employer to make final payment to the Contractor: Fifty-six (56) days after receipt of the Final Payment Certificate and complete supporting documents.
30.	14.8	Financing charges for delayed payment: Not Applicable (N/A).
31.	14.11.1(b)	The Contractor shall submit the original signed Draft Final Statement, together with two (02) additional paper copies and one electronic copy in editable and PDF formats, along with all supporting documents
32.	14.15	All payments under the Contract shall be made exclusively in Pakistani Rupees (PKR). No payment shall be made in any foreign currency, and no exchange-rate adjustment shall apply.
33.	14.15 (a)(i)	The Accepted Contract Amount shall be expressed and paid entirely in Pakistani Rupees (PKR). The Local Currency proportion shall be one hundred percent (100%). No Foreign Currency component shall apply; therefore, no fixed rate of exchange is required.
34.	14.15 (c)	Delay Damages shall be calculated, paid and/or recovered entirely in Pakistani Rupees (PKR), being one hundred percent (100%) of the applicable Delay Damages. No foreign-currency component or exchange rate shall apply.
35.	14.15 (f)	Not Applicable (N/A)—the Contract is denominated and payable entirely in Pakistani Rupees (PKR); therefore, no rate of exchange is required.
36.	17.2 (d)	**Liability for Care of the Works** The Contractor shall be responsible for the care, custody, security, preservation and protection of the Civil Works and Temporary Works for the construction of electrical equipment foundations at the 132 kV City Grid Station, PESCO, Peshawar, from the Commencement Date until issuance of the Completion Certificate for the whole of the Works. This responsibility shall extend to Contractor-supplied materials upon delivery to the Site and to Employer-supplied materials, if any, from the time they are issued to or taken into the custody of the Contractor. The Contractor shall, at its own cost, provide adequate watch and ward, lighting, barricades, warning signs, secure storage and other protective measures at foundation excavations, concreting areas, material storage

		areas and access routes. The Contractor shall protect excavations against collapse and water ingress, maintain the position and alignment of reinforcement, anchor bolts and embedded items, as applicable, and protect newly placed concrete during curing. The Contractor shall coordinate its activities with PESCO to safeguard existing grid station equipment, structures, underground services and access routes from damage or obstruction arising from its operations. Where Employer-supplied materials are issued, the Contractor shall maintain records of their receipt, issue, consumption and reconciliation. The Contractor shall promptly report any theft, pilferage, loss, shortage, misuse or damage to the Engineer and, where applicable, to the relevant authorities. The Contractor shall lodge a First Information Report (FIR) where required and shall replace the affected materials or make good the affected Works at its own cost, except to the extent that the loss or damage results from an Employer's Risk or an Exceptional Event under the Contract and could not reasonably have been prevented by an experienced contractor taking adequate precautions.
Insurance (GCC Clause 19)		
37.	19.1	The Contractor shall obtain and maintain **Contractors' All Risks (CAR) insurance** in the joint names of the Employer and the Contractor for the civil works under the remodeling of 132 kV City Grid Station, PESCO, Peshawar. The insurance shall cover the Works, Temporary Works, Contractor-supplied materials and Employer-supplied materials, if any, at their full replacement value. Coverage shall apply during loading, transit, unloading, temporary storage and construction, including transit from PESCO stores for Employer-supplied materials from the time they are issued to or taken into the custody of the Contractor. Coverage shall continue until issuance of the Taking-Over Certificate for the whole of the Works. The insurance shall cover physical loss or damage arising from theft, pilferage, fire, flood, storm, collapse and other accidental events during execution of the civil works, including construction of the control house building, switchyard fencing, drainage works, the approach road and allied works, subject to the exclusions permitted under the Contract.
38.	19.2.1(b)	The Works, including Employer-supplied and Contractor-supplied materials, shall be insured for their full replacement value plus fifteen percent (15%) to cover incidental and supplementary costs associated with reinstatement, including removal of debris, professional charges and related expenses
39.	19.2.1(iv)	The insurance for the Works shall not exclude theft, burglary, pilferage, malicious damage, vandalism, sabotage, riots, strikes, civil commotion, terrorism where commercially insurable, fire, lightning, explosion, storm, flood, earthquake, landslide, soil subsidence, accidental collapse, and loss or damage during transit, storage, erection and stringing.

40.	19.2.2	All Contractor-supplied materials and all Employer-supplied materials, if any, for the civil works under the Construction of Electrical Equipment foundations for transformer bay at 132 kV Regi Model Town Grid Station, PESCO, Peshawar, shall be insured from the time they come into the Contractor's custody.
41.	19.2.3(a)	Insurance for liability for breach of professional duty: Not Applicable, provided that the Contractor is not responsible for the design of the Permanent Works.
42.	19.2.3(b)	Insurance required against liability for fitness for purpose: **No**.
43.	19.2.3	Not Applicable (N/A)—No professional-duty liability insurance is required because the Contractor has no design or professional-consultancy responsibility under the Contract
44.	19.2.4	Insurance required for injury to persons and damage to property: As required under applicable law and sufficient to cover the Contractor's contractual liabilities, subject to the Employer's approval.
45.	19.2.6	**Insurance** Other insurances required by Laws and by local practice The contractor shall provide all other insurances required by the Laws of the countries where (any part of) the Works are being carried out, at the Contractor's own cost. Other insurances required by local practice (if any) shall be detailed in the Contract Data and the Contractor shall provide such insurances in compliance with the details given, at the Contractor's own cost.
Dispute Avoidance/ Adjudication Board (GCC Clause 21)		
46.	21.1	Time for appointment of the DAAB: Within twenty-eight (28) days from the Commencement Date.
47.	21.1	The DAAB shall comprise one (01) suitably qualified and independent member, appointed by mutual agreement of the Employer and the Contractor in accordance with Sub-Clause 21.1.
48.	21.1	**Proposed by Employer/Procuring Agency:** **1.** To be nominated by the Employer after award of the Contract **2.** Not Applicable **3.** Not Applicable **Proposed by Contractor:** **1.** To be nominated by the Contractor after award of the Contract **2.** Not Applicable **3.** Not Applicable Each Party shall nominate one suitably qualified, independent and impartial candidate. The Parties shall mutually agree upon and appoint the sole DAAB member within twenty-eight (28) days from

		the Commencement Date. If the Parties fail to agree, the appointing entity specified under Sub-Clause 21.2 shall appoint the DAAB member.
49.	21.2	If the Employer and the Contractor fail to agree on the appointment of the sole DAAB member within the prescribed period, the Managing Director, Public Procurement Regulatory Authority (PPRA), Islamabad, shall act as the appointing authority in accordance with Sub-Clause 21.2.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

ANNEX - CONTRACT FORMS

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Notification of Award

(On Procuring agency/Employer's letterhead)

Letter of Acceptance

[Date]. . . . . .

To: . . . . .[Name and address of the contractor]

Subject: . . . . .[Notification of Award Contract No.]

This is to notify you that your Bid dated . . . . …….[date]. . . . . ……. for execution of the . . . . .[name of the contract and identification number, as given in the Bid Data Sheet] . . . . . for the Accepted Contract Amount of the equivalent of . . . . . [amount in words and figures and name of currency]. . . . ., as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section 9 (Contract Forms) of the Bidding Document.

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

Attachment: Contract Agreement

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Form of Contract

THIS AGREEMENT made the _____ day of _____ 20_____ between *[name and address of Procuring agency/Employer]* of Pakistan (hereinafter called "the Procuring agency/Employer") of the one part and *[name of Contractor]* of *[city and country of Contractor]* (hereinafter called "the ") of Contractor other part:

WHEREAS the Procuring agency/Employer desired that the works *[brief description of works]* should be executed by the contractor, and has accepted a Bid by the contractor for the execution and completion of these works and remedying of any defects therein, in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

(a) This form of Contract;

(b) Letter of Acceptance;

(c) the Form of Bid and the Price Schedule submitted by the Bidder;

(d) the Works Requirements;

(e) the Technical Specifications;

(f) the Drawings;

(g) the General Conditions of the Contract

(h) the Special Conditions of Contract,

(i) the completed schedule including Bill of Quantities; and

(j) [*add here: any other documents*]

3. In consideration of the payments to be made by the Procuring agency/Employer to the contractor as mentioned in this contract, the contractor hereby covenants with Procuring agency/Employer to execute the works to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring agency/Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____the _____ (for the Procuring agency/Employer)	Signed, sealed, delivered by _____the _____ (for the Contractor)
Witness to the signatures of the Procuring agency/Employer ……	Witness to the signatures of the Contractor ……

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Performance Guarantee Form

To: *[name of Procuring agency/Employer]*

WHEREAS *[name of Contractor]* (hereinafter called “the contractor”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for the execution of *[insert name of the works and its brief description] (*hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the contractor shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Contractor’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, up to a total of *[amount of the guarantee in words and figures],* and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date]

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Advance Payment Security

Demand Guarantee

_____

Beneficiary: _____

Date: _____

ADVANCE PAYMENT GUARANTEE No: _____

Guarantor: _____

We have been informed that [Inset name of the Contractor] (hereinafter called “the Contractor”) has entered into Contract No. _____ dated _____ with the [insert name of the Procuring agency/Employer] (hereinafter called “the Procuring agency/Employer”) for the execution of _____ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ (_____) is to be made against an advance payment guarantee.

At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Procuring agency/Employer any sum or sums not exceeding in total an amount of _____ upon receipt by us of the Procuring agency/Employer’s complying demand supported by the Procuring agency/Employer’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

(a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or

(b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Contractor has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Procuring agency/Employer’s bank stating that the advance payment referred to above has been credited to the Contractor on its account number _____ at _____..

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The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us.

The Guarantee shall remain valid up to the aforesaid date and shall be null and void after the aforesaid date or earlier if the advance made to the Contractor is fully adjusted against payments from Interim Payment Certificates of the Contractor provided that the Guarantor agrees that the aforesaid period of validity shall be deemed to be extended if on the above mentioned date the advance payment is not fully adjusted.

_____

[signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

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Retention Money Security

Demand Guarantee

_____ *[Guarantor letterhead or SWIFT identifier code]*

Beneficiary: _____ *[Insert name and Address of Procuring agency/Employer]*

Date: _____*[Insert date of issue]*

RETENTION MONEY GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Contractor") has entered into Contract No. _____ *[insert reference number of the contract]* dated _____ with the Procuring agency/Employer, for the execution of _____ *[insert name of contract and brief description of* Works*]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, the Procuring agency/Employer retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of *[*insert the second half of the Retention Money *or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money,* the difference between half of the Retention Money and the amount guaranteed under the Performance Security and, if required, the ES Performance Security*]* is to be made against a Retention Money guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[insert amount in figures]* (_____) *[amount in words]* upon receipt by us of the Procuring agency/Employer's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Procuring agency/Employer's bank stating that the second half of the Retention Money as referred to above has been credited to the contractor on its account number _____ at _____ *[insert name and address of Contractor's bank]*.

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This guarantee shall expire no later than the …. day of ……, 2…, and any demand for payment under it must be received by us at the office indicated above on or before that date.

_____

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

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Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number: _____ Dated: _____

Contract Value: _____

Contract Title: _____

[Name of Contractor] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Contractor] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Contractor] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Contractor] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Contractor] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount

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equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

_____	_____
[Procuring agency/Employer]	[Contractor]

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Eligibility and Technical Qualification Criteria

Civil Works for Construction of Additional Transformer Bay at 132 kV Grid Station Regi Model Town, Peshawar

PESCO/PD(GSC)/NIT-6/2026-27 | EPADS Ref. P208542 | NCB Single Stage–One Envelope

Evaluation Method

Open technical and financial submissions together. First check eligibility and preliminary responsiveness, then verify each mandatory qualification minimum and apply the scoring ranges. Award one score per criterion. A responsive bidder must meet all mandatory requirements and score at least 80 out of 100. Compare evaluated prices of qualifying responsive bids and apply the award basis stated in the Bidding Documents.

Criterion	Maximum marks
General Construction Experience	20
Specific Construction Experience	20
Average Annual Construction Turnover	10
Net Worth	10
Financial Resources and Cash Flow	10
Key Personnel	10
Equipment and Machinery	10
MS Project Execution Programme	10
Total	**100**

Eligibility and Preliminary Responsiveness

A1 Legal status and authority. Submit applicable registration or incorporation records and evidence of authority to sign the bid. For a JV, verify each member and the lead signatory.

A2 PEC licence. Submit a valid PEC constructor licence in Category C-6 or above with specialization code CE-10. Apply the BDS rules for JV licensing and assigned scope.

A3 Tax and EPADS registration. Provide valid FBR/NTN registration and evidence of Active Taxpayer status, and KPRA registration where applicable. The bidder shall be registered on EPADS V-2.0.

A4 Declarations. Submit the prescribed declarations on blacklisting or debarment and conflict of interest, and disclose litigation and arbitration as required by the Bidding Documents. Each JV member shall submit its applicable declarations.

A5 Bid security. Upload a scanned CDR for PKR 159,040 in favour of the Project Director (GSC), PESCO, with the electronic bid. Deliver the original CDR to that office before the electronic bid submission deadline. Failure to deliver the original on time renders the bid non-responsive. Apply the BDS validity requirements.

A6 Joint venture. A JV may comprise up to two members, including a Lead Member. Submit the prescribed JV documents showing the lead member, assigned scope and signatory authority. All members shall be jointly and severally liable for performance of the Contract.

A7 Electronic bid. Submit a single electronic bid through EPADS V-2.0 with the signed technical forms, supporting documents and priced BOQ by 11 December 2026 at 12:00 hours. The NIT specifies opening on the same day at 12:30 hours.

Reference estimate and scoring. Use PKR 5,301,226, excluding KPRA tax. For the whole-rupee financial bands, each lower threshold is rounded up where needed and the preceding upper limit is one rupee below it. Use the percentage boundaries for values expressed to finer precision. Apply the equipment quantities, capacities and equivalents in the BDS equipment schedule.

1. General Construction Experience (20 Marks)

At least five years of documented civil construction experience and at least two qualifying civil works contracts completed within the five years preceding the bid submission deadline are mandatory.

A single bidder shall meet the experience requirement independently. For a two-member JV, the Lead Member shall meet the five-year requirement, and each member shall contribute at least one qualifying completed contract.

Count distinct qualifying contracts once for each criterion. For a JV, combine the qualifying contracts of both members. The same contract may count under both general and specific experience if it independently meets both definitions.

Award marks based on the verified number of qualifying contracts as shown below.

Failure to meet any applicable mandatory requirement results in failure of this criterion.

Submit an experience schedule supported by contracts or work orders and employer-issued completion or taking-over certificates.

EPADS scoring range	Marks
4 or more qualifying completed civil works contracts	20
3 qualifying completed civil works contracts	15
2 qualifying completed civil works contracts	10

Apply one scoring range to the bidder or JV.

2. Specific Construction Experience (20 Marks)

At least two similar contracts completed in the five years preceding the bid submission deadline are mandatory. Each must have a verified executed value for comparable civil works equal to at least 50% of the Regi Model Town reference estimate (PKR 2,650,613 in whole rupees).

Similar works comprise construction of reinforced concrete transformer or electrical equipment foundations at grid stations, substations, or comparable power or industrial facilities. For a mixed civil and electrical contract, use the verified value of the comparable civil works.

For a two-member JV, combine distinct qualifying contracts and require at least one from each member. Credit prior JV work according to the bidder's documented executed scope and value. For an ongoing contract, count only a separately taken-over contractual section with verified qualifying scope and value, once under its parent contract.

Submit contracts or work orders and employer-issued completion or taking-over certificates, supported by the BOQ and certified payment or final account records to establish scope and executed value.

EPADS scoring range	Marks
4 or more qualifying completed similar contracts	20
3 qualifying completed similar contracts	15
2 qualifying completed similar contracts	10

Apply one scoring range to the bidder or JV. Failure to meet the mandatory minimum results in failure of this criterion.

3. Average Annual Construction Turnover (10 Marks)

Calculate average annual construction turnover (AATO) using the last three completed financial years. The mandatory minimum is 70% of the Regi Model Town reference estimate (PKR 3,710,859 in whole rupees).

A single bidder shall meet the minimum independently. For a two-member JV, combined AATO shall meet the full minimum. The Lead Member and the other member shall individually meet at least 50% and 20% of the minimum required AATO, respectively. Both individual and combined minimums must be met.

Score the single bidder's AATO or combined JV AATO as a percentage of the reference estimate, using the table below. Use the underlying figures to determine the applicable band.

Failure to meet the applicable mandatory minimum shall result in failure of this criterion. Submit audited financial statements for the last three completed financial years and a Chartered Accountant's certificate confirming year-wise construction turnover and the three-year average, separately for each JV member.

EPADS scoring range	Marks
100% or above | PKR 5,301,226 or more	10
80% to below 100% | PKR 4,240,981–5,301,225	8
70% to below 80% | PKR 3,710,859–4,240,980	6

Score one applicable range only for the bidder or two-member JV. Mandatory requirements apply regardless of the score.

4. Net Worth (10 Marks)

Net worth means Total Assets minus Total Liabilities, as shown in the audited financial statements for the latest completed financial year.

The single bidder or each member of a JV shall independently demonstrate net worth of zero or above.

Score the single bidder's net worth or the sum of both JV members' verified net worth as a percentage of the reference estimate.

Award marks as follows: 30% or more = 10 marks; 20% to below 30% = 8 marks; 0% to below 20% = 6 marks. Award one applicable score only to the bidder/JV, capped at 10. Members' marks shall not be separately added or averaged.

Submit the latest completed financial year's audited financial statements and an auditor/Chartered Accountant's certificate confirming total assets, total liabilities and net worth, separately for each JV member.

EPADS scoring range	Marks
30% or above | PKR 1,590,368 or more	10
20% to below 30% | PKR 1,060,246–1,590,367	8
0% to below 20% | PKR 0–1,060,245	6

Score one applicable range only for the bidder or two-member JV. Mandatory requirements apply regardless of the score.

5. Financial Resources and Cash Flow (10 Marks)

The bidder shall demonstrate available financial resources of at least 30% of the Regi Model Town reference estimate (PKR 1,590,368 in whole rupees), net of existing contractual commitments.

Eligible resources shall comprise available cash/bank balances and committed, unutilized credit facilities accessible for executing this contract. Turnover, net worth and the value of fixed assets shall not, by themselves, establish available cash-flow resources.

A single bidder shall meet the requirement independently. For a two-member JV, verified available resources of both members shall be combined after accounting for their respective existing commitments. The same funds or credit facility shall not be counted twice.

Calculate available resources as a percentage of the reference estimate and select one band from the table below. Financial resources below 30% fail this mandatory criterion.

Submit current bank certificates/statements, bank confirmation of committed and unutilized credit facilities, and a schedule of existing contractual commitments and related funding requirements, separately for each JV member.

EPADS scoring range	Marks
50% or above | PKR 2,650,613 or more	10
40% to below 50% | PKR 2,120,491–2,650,612	8
30% to below 40% | PKR 1,590,368–2,120,490	6

Score one applicable range only for the bidder or two-member JV. Mandatory requirements apply regardless of the score.

6. Key Personnel (10 Marks)

Required roles are Civil Site Engineer, Civil Works Supervisor and Safety Supervisor. The two additional scored roles are Surveyor and either a QA/QC Civil Engineer or Materials Technician.

Submit named CVs, assigned responsibilities and signed availability commitments. Civil engineering posts require valid PEC registration. Count one person per role. For a JV, assess one combined team.

All three required roles must be demonstrated before awarding marks under the applicable range.

EPADS scoring range	Marks
3 required roles plus 2 scored roles	10
3 required roles plus 1 scored role	8
3 required roles only	6

7. Equipment and Machinery (10 Marks)

Required equipment groups are excavation equipment, a concrete production or supply arrangement, and compaction equipment. The additional scored groups are survey equipment and dedicated dewatering equipment.

Apply the BDS equipment schedule for quantities, capacities and accepted equivalents. Submit ownership records or signed hire, lease or supply commitments showing firm availability.

For a two-member JV, assess equipment provided by either or both members collectively. Count each item once.

Award one score based on the required and additional verified groups shown below.

All three required groups must be demonstrated before awarding marks under the applicable range.

EPADS scoring range	Marks
3 required groups plus 2 scored groups	10
3 required groups plus 1 scored group	8
3 required groups only	6

8. MS Project Execution Programme (10 Marks)

Submit one project-specific method statement and a logic-linked MS Project programme showing completion within 60 days from the Commencement Date. Mandatory aspects are (1) site access, setting-out, work-front staging and separation from operating areas in coordination with PESCO, (2) sequencing of the BOQ civil works, including excavation, reinforcement, formwork, fixing and alignment of anchor bolts or embedded items, concreting, curing and backfilling, as applicable, and (3) activity durations, dependencies, critical path and milestones.

The additional scored aspects are (4) crew and equipment deployment tied to major activities and (5) an inspection and testing programme covering applicable setting-out and embedment checks, reinforcement inspections, concrete testing and compaction checks. Credit an aspect when it addresses all applicable elements. Assess one combined programme for a JV. Failure to meet any mandatory aspect or the contract period results in failure of this criterion.

EPADS scoring range	Marks
All 5 aspects	10
3 mandatory aspects plus 1 scored aspect	8
3 mandatory aspects only	6

PESHAWAR ELECTRIC SUPPLY COMPANY

Annex F – Key Personnel

Civil Works for Construction of Additional Transformer Bay at 132 kV Grid Station Regi Model Town, Peshawar

NIT-6/2026-27 | EPADS Ref. P208542

Personnel requirements

Position or personnel group	Number	Status
Civil Site Engineer	1	Mandatory
Civil Works Supervisor	1	Mandatory
Safety Supervisor	1	Mandatory
Surveyor	1	Additional scored role
QA/QC Civil Engineer or Materials Technician	1	Additional scored role

Scoring under Criterion 6

Verified personnel	Marks
All three mandatory roles plus both additional scored roles	10
All three mandatory roles plus one additional scored role	8
All three mandatory roles only	6

All three mandatory roles must be demonstrated before any marks are awarded. Count one person per role. For a joint venture, assess one combined team.

Documents to submit with the bid

Provide a named CV, assigned responsibilities and a signed availability commitment for each proposed person. Civil engineering posts require valid Pakistan Engineering Council (PEC) registration.

EQUIPMENT AND MACHINERY.

Equipment group	Status	Examples suited to the works
Excavation equipment	Mandatory	Excavator or backhoe suited to transformer and bay equipment foundation excavations.
Concrete production or supply arrangement	Mandatory	On-site batching or mixing equipment, or a documented concrete supply arrangement for foundation concreting.
Compaction equipment	Mandatory	Plate compactor, rammer or equivalent suited to foundation backfill and confined work areas.
Survey equipment	Additional scored	Survey instruments suited to setting out and checking foundation locations and levels.
Dedicated dewatering equipment	Additional scored	Dedicated dewatering pump and discharge accessories for foundation pits, where required.

Apply the Bid Data Sheet (BDS) equipment schedule for quantities, capacities and accepted equivalents. Submit ownership records or signed hire, lease or supply commitments showing firm availability. For a two-member JV, assess equipment collectively and count each item once.

EPADS scoring

Apply one band to each criterion independently. Each criterion requires all three mandatory equipment groups or personnel roles, as applicable.

Verified groups or roles under the applicable criterion	Marks
All three mandatory plus both additional scored	10
All three mandatory plus one additional scored	8
All three mandatory only	6

CONSTRUCTION EXPERIENCE

Form EXP - 4.1
General Construction Experience

Bidder's Name: _____
Date: _____
JV Member's Name_____
Bid Reference No. (if any) and title: _____
Page _____of _____pages

Starting Year	Ending Year	Contract Identification	Role of Bidder
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of EMPLOYER: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of EMPLOYER: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of EMPLOYER: _____ Address: _____	

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Form EXP - 4.2(a)

Specific Construction and Contract Management Experience

Bidder's Name: _____
Date: _____
JV Member's Name_____
Bid Reference No. (if any) and title: _____
Page _____of _____pages

Similar Contract No.	**Information**			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount			PKR equivalent	
If member in a JV or sub-contractor, specify participation in total Contract amount				
EMPLOYER's Name:				
Address: Telephone/fax number E-mail:				

Form EXP - 4.2(a) (cont.)
Specific Construction and Contract Management Experience (cont.)

Similar Contract No.	**Information**
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

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Form EXP - 4.2(b)
Construction Experience in Key Activities

Bidder's Name: _____
Date: _____
Bidder's JV Member Name: _____
Sub-contractor's Name (if any): _____
Bid Reference No. (if any) and title: _____

Page _____of _____pages

All Sub-contractors for key activities must complete the information and Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: _____

	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount			PKR equivalent	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
EMPLOYER's Name:				
Address: Telephone/fax number				

	Information
E-mail:	

2. Activity No. Two

3. ……

	Information
Description of the key activities in accordance with Section III:	

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Form EXP - 4.2 (c)
Specific Experience in Managing ES aspects

[The following table shall be filled in for contracts performed by the Bidder, and each member of a Joint Venture]

Bidder's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insertfull name]*
Bid Reference No. (if any) and title: *[insert ICB/NCB number and title]*
Page *[insert page number]* of *[insert total number]* pages

1. Key Requirement no 1 in accordance with 4.2 (c): _____

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Subcontractor ☐
Total Contract Amount			PKR	
Details of relevant experience				

2. Key Requirement no 2 in accordance with 4.2 (c): _____

3. Key Requirement no 3 in accordance with 4.2 (c): _____

4. [PA define key requirements]

Contractor's Representative and Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Contractor' Representative and Key Personnel

1.	**Title of position:**	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
2.	**Title of position:**	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
3.	**Title of position:**	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
4.	**Title of position:**	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]

	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
5.	**Title of position:**	
	Name of candidate	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
6.	**Title of position:** *[insert title]*	
	Name of candidate	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]

Form PER-2:
Resume and Declaration
Contractor's Representative and Key Personnel

Name of Bidder

Position [*#1*]: [*title of position from Form PER-1*]		
Personnel information	**Name:**	**Date of birth:**
	Address:	**E-mail:**
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency:*[language and levels of speaking, reading and writing skills]*	
details		
	Address of Employer:	
	Telephone:	**Contact (manager / personnel officer):**
	Fax:	
	Job title:	**Years with present Employer:**

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	**Role**	**Duration of involvement**	**Relevant experience**
[main project details]	*[role and responsibilities on the project]*	*[time in role]*	*[describe the experience relevant to this position]*

Declaration

I, the undersigned *[insert either "Contractor's Representative" or "Key Personnel" as applicable]* , certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

Commitment	**Details**
Commitment to duration of contract:	*[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]*
Time commitment:	*[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]*

I understand that any misrepresentation or omission in this Form may:

(a) be taken into consideration during Bid evaluation;

(b) result in my disqualification from participating in the Bid;

(c) result in my dismissal from the contract.

Name of Contractor's Representative or **Key Personnel: [*insert name*]**

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day/month/year): _____

Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Eligibility and Qualification Criteria.

No.	**Source of financing**	**Amount (Eq. PKR)**
1		
2		
3		

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Past Experience / Contracts

Contracts over *[insert amount]* during the last three years:				
Procuring Agency	Value	Year	Goods/Services Supplied	Country of Destination

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Historical Contract Non-Performance, and Pending Litigation and Litigation History

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

☐ Not debarred due to deviation from commitment of Bid Securing Declaration-☐ Not debarred due to non-performance			
Year	**Non-performed portion of contract**	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate and PKR equivalent)**
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Procuring Agency: *[insert full name]* Address of Procuring Agency: *[insert street/city/country]* Reason(s) for nonperformance: *[indicate main reason(s)]*	*[insert amount]*
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
☐ Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below.			

Year of dispute	**Amount in dispute (currency)**	**Contract Identification**	**Total Contract Amount (currency), ~~US$~~ PKR Equivalent (exchange rate)**

[insert year]	*[insert amount]*	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: *[insert full name]* Address of Procuring Agency: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]* Status of dispute: *[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]*	*[insert amount]*

☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.

☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.

Year of award	**Outcome as percentage of Net Worth**	**Contract Identification**	**Total Contract Amount (currency), PKR Equivalent (exchange rate)**
[insert year]	*[insert percentage]*	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: *[insert full name]* Address of Procuring Agency: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]* Court/ arbitral award decision: *[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]*	*[insert amount]*

Current Contract Commitments / Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No.	Name of Contract	**Employer's Contact Address, Tel, Fax**	**Value of Outstanding Work [Current Eq. PKR]**	**Estimated Completion Date**	**Average Monthly Invoicing Over Last Six Months [Eq. PKR/month)]**
1					
2					
3					
4					
5					

Financial Situation and Performance

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

1. Financial data

Type of Financial information in (currency)	**Historic information for previous _[insert number] years, [insert in words] (amount in currency, currency, exchange rate*, PKR equivalent)**				
	Year 1	Year 2	Year 3		
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

* Refer ITA 14 for the exchange rate

3. Financial documents

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

(a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[1] for the *[number]* years required above; and complying with the requirements.

[1] If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

Average Annual Turnover (Annual Sales Value)

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

Annual Turnover Data			
Year	**Amount** **Currency**	**Exchange rate*** **(If applicable)**	**PKR equivalent**
[indicate calendar year]	*[insert amount and indicate currency]*		
		Average Annual Turnover **	

* Refer ITA for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.

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